Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-011737-26

In the matter of: 806, 3700 LAWRENCE AVE E
SCARBOROUGH ON M1G3T2

Between: Royaltown Investments Ltd — Landlord

And

Mahmood Akhtar — Tenant

Royaltown Investments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Mahmood Akhtar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord’s Representative, Mark Ciobotaru, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. It was undisputed that the Tenant vacated the rental unit on February 6, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is $2,252.28. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The Tenant disputed the arrears only to the extent that the Tenant was attempting to raise issues under section 82 of the *Residential Tenancies Act*, 2006 (the 'Act').
7. Section 82(2) of the Act provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB’s Rules.
8. Under the Board’s Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues

they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.

9. Here, the Tenant did not provide a written description in advance in accordance with the Act or Rules nor did the Tenant provide an adequate explanation for his failure to do so. The Tenant said that he did not forward his mail properly and had not received notice of hearing until recently. However, I am not satisfied that is an adequate explanation for failing to provide notice of his intent to raise issues under section 82(1).

10. On that basis I ruled that the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. This does not preclude the Tenant from filing his own application related to the issues he wished to raise.

11. As such, the rent arrears owing to February 6, 2026, are $2,696.58.

12. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of $2,036.46 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

14. Interest on the rent deposit, in the amount of $309.35 is owing to the Tenant for the period from October 10, 2017, to February 6, 2026.

15. The Tenant sought to have a 30-day delay on the accrual of interest on the balance owing. The Tenant testified that his father is not currently working due to a car accident and the extra time would allow an extra cheque to come in and make the payment easier for the Tenant to make.

16. The Landlord's Representative submitted that there should be no delay on the interest as the Tenant failed to make any good faith payment toward rent or the arrears which would have reduced the balance. The Landlord's Representative submitted that the balance owing is due to the Tenant's own decisions and therefore the interest should accrue in the standard amount of time.

17. Subsection 207(7) of the Act provides: "the Board may set a date on which payment of money ordered by the Board must be made and interest shall accrue on money owing **<u>only after</u>** that date at the post-judgment interest rate . . .". (emphasis added).

18. I only have statutory authority to award post-judgment interest and the authority to choose the date on which it begins to accrue. The standard date is generally the 12th day after an order issues.

19. Here, based on the amount owing, I am not persuaded what a 30-day delay would accomplish. While I appreciate that the Tenant's father may not be working, this is the Tenant's debt, not the Tenant's father's debt. Furthermore, the Tenant had an obligation to pay rent in full and on time during the tenancy and failed to do so, I see no reason to continue to make the Landlord wait for payment of the arrears.

20. As such, I decline to delay the accrual of interest.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 6, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord $536.77. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

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Nicole Pedron
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	$2,696.58
Application Filing Fee	$186.00
Less the amount of the last month's rent deposit	- $2,036.46
Less the amount of the interest on the last month's rent deposit	- $309.35
Total amount owing to the Landlord	**$536.77**