



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-091853-25

In the matter of: 12 ARCH RD
MISSISSAUGA ON L5M1M5

Between: Ahmad Sayadi Landlord

And

Sharon Brewster Former Tenant
Romeo May

Ahmad Sayadi (the 'Landlord') applied for an order requiring Sharon Brewster and Romeo May (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

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Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord 15,683.55.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on February 28, 2026 by handing them to the Tenant.

5. The Former Tenant vacated the rental unit on July 10, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$3,700.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$121.64. This amount is calculated as follows: $\$3,700.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on July 10, 2025, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date. The Landlord testified that he served the Tenant's with an N4 Notice of Termination, and they vacated appropriately 10 days later.
12. The rent arrears and daily compensation owing to July 10, 2025, are \$15,497.55. The Tenant Romeo May testified that he did not agree with the amount owing, he testified that he had made an additional payment of \$500.00 but neither Tenant had provided documentation in support of additional payments.
13. The Landlord is unable to prove a negative (that the Tenant did not pay the rent). As the Tenant has not provided any documentation in support of their assertion of additional payments, I am satisfied that the arrears are \$15,497.55.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

The Rent Deposit

15. There is no last month's rent deposit.
16. The Tenant Romeo May testified that he paid a last month rent deposit of \$8000.00 spread across two payments. The Tenant testified that the rent was initially \$4000.00 per month but was reduced to \$3700.00 approximately one year into the tenancy. The Tenant did not provide any documentation to support payment of a last month rent deposit. As the Landlord cannot prove a negative (that the Tenant did not pay a last month rent deposit) I would expect the Tenant to demonstrate that such a deposit was paid. Therefore, I am not satisfied that a rent deposit is being held by the Landlord.

The Payment Plan

17. The Tenant sought a payment plan of \$500.00 per month towards the arrears. The Landlord agreed that this was appropriate.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$15,497.55, which represents rent and compensation owing up to July 10, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$15,683.55*. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:

Date of Payment	Payment Amount
May 15, 2026 – December 15, 2028	\$500.00 on or before the 15 th of each month.
January 15, 2029	\$ 183.55.

5. If the Former Tenant fails to make any one of the payments set out in this order the full amount remaining shall immediately become due and owing and interest shall start to accrue from the day following the missed payment. This will be simple interest calculated at 4.00% annually on the balance outstanding.

May 5, 2026
Date Issued

 Reid Jackson
 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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To July 10, 2025	\$15,497.55
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,683.55