



Order under Section 69 Residential Tenancies Act, 2006

Citation: Isaac v Arshad, 2026, ONLTB 45271

Date: 2026-06-10

File Number: LTB-L-024775-26

In the matter of: BASEMENT, 172 TORREY PINES RD
KLEINBURG ON L4H3X4

Between: Joseph Isaac Landlord

And

Rabia Arshad Tenant

Joseph Isaac (the 'Landlord') applied for an order to terminate the tenancy and evict Rabia Arshad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord's Agent, Nancy Isaac, the Landlord, and the Tenant attended the hearing.

Determinations:

Preliminary Issues – Section 82

1. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant acknowledged that she did not provide the Landlord with a written description of the issues he intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's *Rules of Procedure*. The Tenant also provided no evidence that she was unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring her own application(s) against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.

Arrears

2. 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.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
5. The lawful rent is \$1,025.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. For the following reasons, I find on a balance of probabilities that the rent arrears owing to March 31, 2026, are \$1,025.00.
8. The Tenant disputes the amount of rent owed. The Tenant testified that the payments do not align with the rent owing as the Tenant testified that she had provided a last month's rent deposit in the amount of \$1,000.00 in May 2023 and therefore nothing should be owed. The Tenant had no documentation to support their position.
9. The Landlord testifies that all payments have been accounted for and that there was not a last month's rent deposit collected.
10. Based on the evidence before me, I find in favour of the Landlord. I say this because in *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the Landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (i.e. non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent."
11. Aside from the Tenant's bald assertion that she had made a payment towards the last month's rent deposit, the Tenant provided none of the reasonably expected documents to support their claims. I would expect that if the Tenant was alleging to have made a specific payment or dispute the amount owing, they ought to have supplied those documents to the Landlord and the Board. They did not do so. Therefore, I find that the rent arrears owing to the Landlord for the period covered in the application up to March 31, 2026, to be \$1,025.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,211.00. 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. 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 June 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.

June 10, 2026

Date Issued

Joshua Labbe

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.