



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-031485-26

In the matter of: 44 ROYAL HENLEY BLVD
ST CATHARINES ON L2N4S1

Between: Ayad Magsoosi Landlord

And

Angela Roy Tenant
Joseph Roy

Ayad Magsoosi (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Roy and Joseph Roy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 16, 2026.

The Landlord's Legal Representative, Daria Berezowska, and the Tenant attended the hearing.

Determinations:

The Arrears Owing:

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 vacated the rental unit on April 8, 2026. The Landlord filed the application on April 9, 2026, after the Tenant had vacated the rental unit.
3. In general, a tenant must be in possession of the rental unit on the date a landlord file an L1 application. However, subsection 87(1.1) of the *Residential Tenancies Act, 2006* (the 'Act') gives the Board jurisdiction to determine an application for arrears of rent where the tenant is no longer in possession of the rental unit. Both parties participated in the hearing, and I am not satisfied that proceeding with the application causes any procedural unfairness or prejudice to the Tenant. I will therefore proceed to determine the issue of rent arrears.

4. The rent arrears are calculated to April 8, 2026, the date the Tenant vacated the rental unit.
5. The lawful rent is \$5,495.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to April 8, 2026, are \$6,940.28.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$5,495.00 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.
10. Interest on the rent deposit, in the amount of \$115.40 is owing to the Tenant for the period from April 9, 2025, to April 8, 2026.

The Tenants' s. 82 issue

11. At the hearing, the Tenant attempted to raise her own issue under section 82 of the Act.
12. Rule 19.4 of the Board's Rules of Procedure states that:

Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing: 1. a written description of each issue the tenant intends to raise; and 2. a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

13. In addition, Rule 19.5 states that:

A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

14. In this case, the Tenant did not provide the Landlord or the Board with a written description of each issue she intended to raise at the hearing. The Tenant also did not provide the Landlord or the Board with the documents, photographs, or other evidence she intended to rely on at least 7 days before the hearing. The Tenant therefore did not comply with the disclosure requirements set out in Rule 19.4.
15. For these reasons, I declined to hear evidence or submissions regarding the Tenant's proposed issues. This order does not prevent the Tenant from filing her own application with the Board to pursue those issues, if she chooses to do so.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 8, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,515.89. 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 July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Joy Xiao
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	\$6,940.28
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$5,495.00
Less the amount of the interest on the last month's rent deposit	- \$115.40
Total amount owing to the Landlord	\$1,515.89