



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

**Citation:** Islam v Ahmad, 2026 ONLTB 50431

**Date:** 2026-06-30

**File Number:** LTB-L-105016-25

**In the matter of:** Basement, 89 CLEARBROOKE CIR  
ETOBICOKE ON M9W2E6

**Between:** Tahir Islam Landlord

**And**

Waheed Ahmad Tenant

Tahir Islam (the 'Landlord') applied for an order to terminate the tenancy and evict Waheed Ahmad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026 and May 28, 2026. The Landlord, the Landlord's interpreter, Adan Tahir, the Landlord's Legal Representative, Haseeb Ullah, the Tenant and the Tenant's Legal Representative, Jimmy Gangadin, 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. The Tenant vacated the rental unit on January 22, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$2,100.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed on December 17, 2025.
6. The Landlord claimed rent arrears owing to January 22, 2026, totaling \$7,818.88.
7. It was undisputed that initially the Tenant just rented a room from the Landlord in the basement unit of the property for \$1,000.00 per month, commencing in or around May 1, 2024 (the 'First Tenancy'). This agreement ended on June 30, 2025. The parties entered

into a new agreement, wherein the Tenant leased the entire basement unit from the Landlord for \$2,100.00 per month, commencing July 1, 2025 (the 'Second Tenancy').

8. The Tenant disputed the arrears claimed by the Landlord. It was the Tenant's position that he made payments during the First Tenancy that ought to have carried over to the Second Tenancy and/or made rent payments during the Second Tenancy that were not accounted for.
9. Both the Landlord's and the Tenant's ledger showed that the Tenant paid a total of \$2,000.00 in April 2024 for first and last month's rent.
10. In reviewing the ledgers provided, I note that the Tenant's ledger reflects total payments made in March 2025 as being \$2,000.00, \$1,500.00 being by e-transfer on March 6, 2025 and \$500.00 by cash on March 20, 2025, whereas the Landlord's ledger shows no payments received for March or April 2025. This is a \$2,000.00 discrepancy. However, in looking at the bank statements provided by the Landlord, it appears that the Landlord did receive \$1,500.00 by e-transfer on March 6, 2025 however the statements do not indicate where the transfer is from. Rather, the line directly below it is blank. I find this to be quite odd as almost all the other entries in his bank statements show immediately beneath the entry where the payment was from. In addition, the Tenant provided a confirmation of auto deposit email from his bank as evidence, which email stated that on March 6, 2025 \$1,500.00 was e-transferred to the Landlord and the status was "autodeposited" and a confirmation number was provided. Accordingly, I find that the Tenant paid the Landlord \$1,500.00 by e-transfer on March 6, 2025.
11. The Landlord denied receiving a \$500.00 cash payment from the Tenant on March 20, 2025. There is no way of knowing from the Landlord's bank statements if this payment was made as it is quite possible that, if he received the payment, he did not deposit it right away, he did not deposit it fully, or he did not deposit it at all. The Tenant provided a copy of his bank statements in support of his testimony that his ledger was accurate and that he made the cash payment on March 20, 2025. The bank statements the Tenant provided did show a cash withdrawal in the amount of \$500.00. The Tenant testified that he withdrew this money and used it to pay the rent to the Landlord. Based on the evidence and submissions provided, I find it more likely than not that the Landlord received a \$500.00 cash payment from the Landlord on or about March 20, 2025.
12. This means that the Tenant would have had a credit of \$2,000.00 at the end of the First Tenancy.

*Can the credit be carried over?*

13. Section 202 of the *Residential Tenancies Act, 2006* (the 'Act') requires the Board in making findings on an application to ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and, in doing so, may disregard the outward form of a transaction.
14. Although the parties have characterized the tenancies as two separate tenancies, the Tenant did not actually move out and change locations or move into a new unit. Rather, he continued to rent the same room and the parties agreed that the Tenant's space would increase to the entire unit as would the rent to match it.

15. Section 123 of the Act allows a landlord to increase the rent charged to a tenant at any time if the landlord and the tenant agree that the landlord will add a parking space or a prescribed service, facility, privilege, accommodation or thing. Section 16 of O. Reg 516/06 under the Act sets out the prescribed services and facilities. Notably floor space is included under this section.
16. Accordingly, I find that the First Tenancy did not terminate. Rather, I find that it continued with changes that were agreed to by the parties and permitted under section 123 of the Act. This means that the Tenant's credit of \$2,000.00 would carry over.
17. For the ease of identifying the two periods of time and their respective rent amounts, they will be hereinafter be referred to as the 'First Period and the 'Second Period'.
18. The Tenant paid \$4,200.00 for the first and last month's rent of the Second Period. This was confirmed by the Landlord by text message that was tendered as evidence at the hearing. However, the Tenant stated that he paid a total of \$4,500.00 to the Landlord during this period and that \$300.00 was unaccounted for by the Landlord.
19. In looking at the ledgers, both ledgers reflect that the same amounts paid by the Tenant from the period of May 2025 to September 2025. In this regard, although the Landlord may not have recognized \$300.00 of the payments as forming part of the rent deposit, it does not appear that any of the Tenant's payments during the aforesaid period were not accounted for.
20. Where the ledgers differ greatly are for the months of October 2025 to January 2026. It was the Landlord's evidence that no rent was received during this period and that the Tenant said they filed their own application against the Landlord and would not be paying the rent. The Tenant's ledger shows cash payments totalling \$3,900.00. The Tenant relied on bank statements that showed cash withdrawals of \$1,000.00 on October 22, 2025, \$2,000.00 on November 12, 2025 and \$900.00 on November 13, 2025. It was his evidence that he withdrew the money from his bank and gave it to the Landlord to pay the rent.
21. The Board's records do indicate that the Tenant filed an application against the Landlord, file no: LTB-T-090914-25, which is a T2 Application about Tenant Rights that was filed on October 28, 2025 and has yet to be scheduled for a merits hearing. In the application, the Tenant makes a number of allegations against the Landlord most of which are unrelated to the rent. However, the Tenant does allege that he has paid the rent on time but that the Landlord did not provide receipts for the payments.
22. At the hearing, it was suggested to the Tenant that it was odd that he would continue to make cash payments to the Landlord if the Landlord would not give him receipts as he alleged. The Tenant stated that he continued to pay in cash to the Landlord due to differences in their schedules and/or convenience.
23. In applications such as this, where the Landlord seeks rent arrears and/or eviction based on non-payment, once the Landlord establishes that rent is owing, the burden shifts to the Tenant to prove that payment was made. This shift occurs because it is inherently difficult for a landlord to prove a negative—that the Tenant did not pay rent. Accordingly, the Board expects the Tenant to provide evidence of payment, such as e-transfer confirmations or receipts. In this case, the Tenant provided bank statements showing cash withdrawals for

the same amounts he claimed to have paid the Landlord in October and November 2025. However, this is not the most persuasive evidence as it proves a withdrawal not a payment.

24. That said, having reviewed and considered the evidence provided, I prefer the evidence of the Tenant, particularly with respect to the financial documentation provided. It was clear from looking at the Tenant's documents that they came from a bank and what payments were made on each date. The Landlord's documents on the other hand did not provide any indication of what institution they came from, the dates were oddly entered and did not include the year and portions of the statements appeared as if they had been redacted in white.
25. For these reasons, I find the Tenant's evidence more credible over all and find it more likely than not that the Tenant made the cash payments totalling \$3,900.00 in October and November 2025.
26. Accordingly, I find the total rent arrears to January 22, 2026 are \$1,918.88, which is calculated as follows:  $\$7,818.88 - \$2,000.00 - \$3,900.00 = \$1,918.88$ .
27. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
28. The Landlord collected a rent deposit of \$1,000.00 for the First Period and a second rent deposit of \$2,100.00 for the Second Period from the Tenant for a total of \$3,100.00, which is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
29. Interest on the rent deposit, in the amount of \$49.89 is owing to the Tenant for the period from May 1, 2024 to January 22, 2026.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of January 22, 2026, the date the Tenant moved out of the rental unit.
2. The amount owed to the Landlord by the Tenant is exceeded by the rent deposit and interest owing on the rent deposit by \$1,045.01. See Schedule 1 for the calculation of the amount owing. Accordingly, the Tenant is not required to make any payment to the Landlord.

**June 30, 2026**  
**Date Issued**

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Rachel Gibbons  
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                                             | \$1,918.88        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,100.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$49.89         |
| <b>Total amount owing to the Landlord</b>                               | <b>(1,045.01)</b> |