



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chakkal, v Maniruzzaman, 2025 ONLTB 50845

Date: 2025-07-04

File Number: LTB-L-091409-24

In the matter of: Upper Level, 102 CLARENCE ST
BRAMPTON ON L6W1S9

Between: Hardeep Chakkal

And

MD Maniruzzaman

I hereby certify this is a
true copy of an Order dated

Jul 4, 2025

Landlord and Tenant Board

Landlord

Tenant

Hardeep Chakkal and (the 'Landlord') applied for an order to terminate the tenancy and evict MD Maniruzzaman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 26, 2025.

The Landlord, the Landlord's representative Jayant Unny, the Tenant, and the Tenant's representative Moezzam Alvi attended the hearing.

Reasons:

Procedural history

1. This is an application about rent arrears. The Landlord served an N4 notice to terminate the tenancy for arrears in October, 2024. At that time, the Tenant owed three months' rent, \$7,500.00 total.
2. On February 21, 2025, the matter came before the Landlord and Tenant Board (LTB). The Tenant had not made any payments, and his arrears had increased to \$17,500.00. The Tenant indicated that he intended to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (RTA). For that reason, the matter was adjourned. The LTB issued an interim order requiring that the Tenant pay new rent as it came due each month until the matter was heard. The order provided that if the Tenant did not pay the rent, the LTB could refuse to consider his evidence or submissions.
3. The Tenant then paid a month's rent on February 27, 2025, but has not paid anything since then. By the time the matter came before me on June 26, 2025, he owed \$25,000.00.
4. The Tenant's representative attended the hearing on June 26 and advised that the Tenant was not available. He explained that the Tenant had learned, the previous day, that he was required to appear in family court on June 26.

5. The Tenant's representative provided emails between counsel in the Tenant's family court matter. The emails show that the court issued an endorsement on May 16, 2025 setting the June 26 court date. They also confirm that the Tenant had told his counsel that the family court date was that week. In other words, the Tenant knew that the date was set for the same week as this hearing, but apparently did not bother checking the May 16 endorsement to see whether he had a scheduling conflict.
6. Fortunately, the Tenant's family court matter concluded in time for him to attend and participate in this hearing. If it had not, in the circumstances I would have proceeded without him.

Section 82 issues

7. Since the Tenant did not comply with the interim order to pay new rent as it came due, I declined to hear his section 82 issues.
8. The Tenant's explanation for not paying his rent is that he lost his job and was unable to pay. The problem with that explanation is that the Tenant did not look for a new home that he could afford. He simply remained in a unit he could not afford, without paying any rent, while arrears continued to accrue. That was exactly the outcome that the interim order was intended to prevent.

Amount of arrears and deposit

9. The parties largely agree as to the amount of rent arrears owing. However, the Tenant argues that he overpaid his rent for November, 2023 by \$500.00, and that the overpayment should be applied against the amount he owes.
10. The circumstances of the alleged overpayment are murky at best. November, 2023 was the first month of the tenancy. At the outset, the Tenant paid the Landlord \$6,000.00. From December, 2023 onwards, he paid \$2,500.00 each month. The parties disagree as to the nature and purpose of the initial \$6,000.00 payment. There is no written tenancy agreement.
11. The Landlord testified that the parties initially agreed to a rent of \$3,000.00 monthly. They intended the tenancy to be brief. The Tenant's \$6,000.00 payment was a rent deposit of \$3,000.00 and November's rent of \$3,000.00. In December, the Tenant was interested in staying for a long-term tenancy, but at a lower rent. The parties negotiated a rent of \$2,500.00 for December onwards.
12. The Tenant testified that the agreed rent was \$2,500.00 from the outset. The Landlord asked for an initial payment of \$11,000.00, but the Tenant did not have that much money and offered \$6,000.00 instead. He testified that the parties did not discuss what the \$6,000.00 payment was for.
13. The parties both rely on written communications to corroborate their testimony. However, the communications do not make sense, and are not consistent with either party's testimony. The parties were unable to meaningfully explain the communications.
14. The Landlord relies on a text message the Tenant sent him, which said "as discussed, my plan is to send you the deposit amount equivalent to two months as well as 1st (December

2023) and last month rent shortly.” In other words, the Tenant promised to make a payment totalling four months’ rent. The text message is not consistent with the Landlord’s testimony that the parties agreed from the outset that the Tenant would pay first and last month’s rent. It is not consistent with the Tenant’s testimony that he only offered \$6,000.00, or that there was no discussion of what the payment was for. It is not consistent with either party’s testimony that the first month of the tenancy was November.

15. Similarly, the Tenant relies on an email he sent the Landlord in August, 2024, which said “please pay the \$3565.67 security deposit as it was paid in at your request,” and the Landlord’s reply which said “no problem, I understand. I will be transferred back to you.” The Tenant was unable to explain the amount of \$3,565.67, which is not the amount he had paid the Landlord. Likewise, the Landlord was unable to explain why he agreed that he would repay that amount.
16. In the result, I find both parties’ testimony to be entirely lacking in credibility.
17. There is no dispute that the lawful rent from December, 2023 onwards was \$2,500.00. Absent any credible evidence to the contrary, I find that the lawful rent was also \$2,500.00 for November, 2023. This is the Landlord’s application to collect rent, so he bears the onus of proving that he was entitled to collect an extra \$500.00 for November. He has not met that onus.
18. Absent any credible evidence regarding the purpose of the \$6,000.00 payment, I take the payment to have been for a rent deposit and the first month’s rent, as those are the payments normally made at the start of a tenancy. Since the first month’s rent was \$2,500.00, it follows that the rent deposit was \$3,500.00. This was contrary to the RTA, which does not permit a rent deposit that exceeds one month’s rent. Nonetheless, in practice that is the deposit the Tenant paid.
19. The \$3,500.00 deposit, and interest owing on it, will be applied against the Tenant’s arrears.

Validity of the N4

20. The Tenant argues that the N4 notice of termination the Landlord served was invalid, because it specified the wrong amount owing. The N4 stated that \$7,500.00 was owing – three months’ rent – but the Tenant argues that it should have been \$7,000.00 or \$6,500.00 to account for the overpayment he made at the start of the tenancy.
21. I am not satisfied that the overpayment should be considered to be pre-paid rent that would affect the running balance owing. There was no credible evidence that the parties intended the payment to be pre-paid rent. In fact, the Tenant testified that there was no agreement as to what the payment was for. For the reasons discussed above, I find that the payment can most accurately be characterized as a rent deposit, albeit an illegal one.
22. There is no requirement that an N4 notice account for a rent deposit, legal or otherwise. The N4 accurately set out that the Tenant had not paid rent for August, September, or October 2024, and that is the information that it was required to include.

Relief from eviction

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
24. The Tenant asks that eviction be postponed by two months. He has a daughter with a disability who will be impacted by having to move more quickly. He also expects to have a job soon, so he will have more funds to pay for moving costs.
25. It would be unfair to the Landlord to postpone eviction. The Tenant is not able to pay the rent. A delay would simply cause further arrears to accrue. The Tenant has known since August, 2024 that he could no longer afford the unit, but there is no evidence that he has made any attempts to find a more affordable home. If he now has to move on short notice, he is the author of his own misfortune.
26. A standard order will issue terminating the tenancy unless the full arrears are paid within eleven days.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$27,686.00 if the payment is made on or before July 15, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 15, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 15, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,178.62. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting June 27, 2025 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2025 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 15, 2025, then starting July 16, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 16, 2025.

July 4, 2025
Date Issued

Dale Whitmore

Dale Whitmore
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 16, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2025

Rent Owing To July 31, 2025	\$30,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$27,686.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$27,136.94
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$144.32
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$21,178.62
Plus daily compensation owing for each day of occupation starting June 27, 2025	\$82.19 (per day)