



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-071375-25

In the matter of: 107, 100 TYNDALL AVE
TORONTO ON M6K2E2

Between: Hazelview Property Services Inc

Landlord

And

Carla Matos

Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Carla Matos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's legal representative, Peter Lopez and the Tenant 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 July 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,786.18. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 31, 2025, are \$1,786.18.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,779.61 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.

9. Interest on the rent deposit, in the amount of \$25.84 is owing to the Tenant for the period from January 1, 2025, to July 31, 2025.

Testimony of the Tenant

10. The Tenant disputes the amount owing and submits that she provided notice of her intention to terminate the tenancy. The Tenant testified that she verbally advised the Landlord during the first week of June that she would be leaving at the end of July. The Tenant further testified that she vacated the rental unit at the end of July and attended at the Landlord's office in person to submit a notice of termination.
11. The Tenant entered into evidence documents # 6862796 and #6862797, which she states were provided in full to the Landlord. The Tenant stated that an N9 Notice to End the Tenancy was given and is not disputed by the Landlord and argues that even if the written notice was imperfect, the Landlord was aware of her clear intention to end the tenancy.

Testimony of the Landlord

13. The Landlord submits that the Tenant did not provide a valid notice of termination under the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord relies on document #6867325 and submits that the N9 provided only five days' notice and contained an incorrect Landlord name. The Landlord submits that because the notice did not comply with the statutory requirements, it was invalid, and the tenancy therefore did not terminate at the end of July. As a result, the Landlord charged rent up to September 30, 2025, which the Landlord submits was the earliest lawful termination date based on the defective notice.
14. At the hearing the Landlord sought rent arrears to September 30, 2025.

Analysis

15. While I appreciate the Landlord wanted 60 days notice from the Tenant this requirement was no longer required after he served an N4 Notice of Termination for Non-Payment of Rent on July 14, 2025. An N4 served under s.59 of the Act provides the tenant with two options, pay the arrears, or vacate the rental unit by the termination date set out in the notice. Serving an N4 operates as an invitation to the tenant to end the tenancy early by vacating, if they choose not to pay. It is a statutory mechanism that permits termination through the landlord's election, not the tenants.
16. Under s.59, if the tenant vacates the unit by the termination date in the N4, the tenancy is deemed terminated, and no rent is chargeable after the tenant has vacated. The landlord cannot simultaneously encourage termination through an N4 and claim ongoing rent after the tenant leaves in response to that notice.
17. Here, the tenant vacated the rental unit on July 31, 2025. Since the landlord proceeded with an N4 after receiving the tenant's intention to leave, the landlord effectively elected to end the tenancy through the non-payment process rather than insisting on proper notice under s.47.

18. Although the tenant did not provide a valid notice of termination, the landlord's decision to serve an N4 after receiving the tenant's verbal notice of termination created a lawful early-termination avenue under s.59. The tenant vacated the rental unit consistent with that notice. Under ss.16, 59, and 83 of the RTA, the landlord is limited to rent arrears only up to the date the tenant vacated, and no rent is owing thereafter.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$166.73. 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 January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Nathan Korenberg
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	\$1,786.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,779.61
Less the amount of the interest on the last month's rent deposit	- \$25.84
Total amount owing to the Landlord	\$166.73