



Order under Section 69 Residential Tenancies Act, 2006

Citation: Akelius Canada Ltd. v Ghmmam, 2026 ONLTB 971

Date: 2026-01-05

File Number: LTB-L-081161-25

In the matter of: 214, 230 OAK ST
TORONTO ON M5A2E2

Between: Akelius Canada Ltd. Landlord

And

Osama Ghmmam Tenant

Akelius Canada Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Osama Ghmmam (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 18, 2025.

The Landlord's Representative, Emily Barbati, 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. Arrears are owed to the date the Tenants vacated the rental unit
4. The Tenant testified that he moved out of the rental unit on October 1, 2025, but did not return the keys to the rental unit until November 30, 2025. The Tenant testified that he tried a few times to return he keys to an agent of the Landlord but was refused as it was not on 60 days' notice.
5. The Landlord's Representative submitted that the Tenant was in possession of the rental unit until November 30, 2025, when the Tenant returned the keys to the Landlord.
6. The Tenant testified that he had some documentary evidence that was emailed to the LTB a day or two prior to the hearing. This was not provided to the Landlord or the Landlord's

Representative in advance. Since it was not properly disclosed in advance and in accordance with the Rules, it was not considered in making my determinations.

7. I do note that the LTB's Interpretation Guideline 11: Rent Arrears provides where a tenant moves out of the rental unit after the L1 Application was filed, but before the hearing date, the LTB normally determines the tenancy ended on the date the tenant moved out and requires the tenant to pay rent arrears ending on the date the tenancy ended. Therefore, regardless of what the Tenant may or may not have been told by an agent of the Landlord, the Tenant is only responsible for rent to the date the Tenant vacated the rental unit.
8. Further, section 134(1.1) of the *Residential Tenancies Act*, 2006 (the 'Act') provides: 134 (1.1) No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of, (a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or (b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit.
9. The issue is that the Tenant is claiming he moved out on a date that is different than when he returned the keys to the Landlord and the Landlord is claiming that the Tenant did not vacate the rental unit until November 30, 2025.
10. I do not find the Tenant's evidence that he moved out on October 1, 2025 to be persuasive. The Tenant did not need permission to return keys, whether he was required to give notice to vacate or not. Furthermore, the Tenant's evidence lacks specific detail such as when he attempted to return keys, who he spoke to, where he moved instead, or how much he is paying now since he could not afford the rental unit; all of which would bolster his testimony that he did in fact vacate on October 1, 2025.
11. As such, I find that the Tenant vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
12. The lawful rent is \$2,381.57. It was due on the 1st day of each month.
13. The Tenant has not made any payments since the application was filed.
14. The Tenant also claimed that he only owed rent for September, October, and November 2025 because when he stopped paying rent in July 2025 he had paid through to August 2025 since he had been paying a month in advance. The Tenant claimed that when he moved into the rental unit in 2021, he was to receive a rent discount which meant that he was paying a month in advance.
15. The Landlord's Representative submitted that the Tenant moved into the rental unit in October 2021 and was given a discount for November 2021 and then began paying regular rent in December 2021. The Landlord's Representative provided that there were no payments on the Tenant's account that pushed the account forward to a credit position such that the Tenant was in a position to be paying a month in advance.
16. The Landlord's Representative provided that the ledger was accurate and the rent arrears to the end of November were \$11,375.60.

17. I am satisfied that the ledger is the most accurate reflection of the Tenant's account. I am not satisfied with the position and evidence of the Tenant of what is owing, the Tenant did not have any supporting documentation to support his position that there was a second month discount from the inception of the tenancy that would result in a credit of one month's rent.
18. As such, I find that the rent arrears owing to November 30, 2025, are \$11,375.60.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$2,323.49 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.
21. Interest on the rent deposit, in the amount of \$53.15 is owing to the Tenant for the period from January 1, 2025, to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$9,184.96. 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026, at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Nicole Pedron
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	\$11,375.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,323.49
Less the amount of the interest on the last month's rent deposit	- \$53.15
Total amount owing to the Landlord	\$9,184.96