



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

**File Number:** LTB-L-079786-25

**In the matter of:** 2907, 360 SQUARE ONE DR  
MISSISSAUGA ON L5B0G7

**Between:** Daniels Gateway Rental Communities Landlord

**And**

Hajer Taha Abduljabbar Al-Qudsi Tenant

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Hajer Taha Abduljabbar Al-Qudsi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

The Landlord's agent Genvieve Chessie ('Chessie'), the Landlord's legal representative, Marie Galevski 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 September 30, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,206.31. 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 September 30, 2025, are \$2,206.31.
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 \$2,206.31 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 \$146.89 is owing to the Tenant for the period from February 1, 2023, to September 30, 2025.

### **Testimony of the Landlord**

10. The Landlord's witness, Chessie, Senior Operations Manager with the Landlord, testified that the Tenant moved into the rental unit on June 9, 2022, under a monthly tenancy. On August 26, 2025, the Tenant emailed the Landlord stating her intention to terminate the tenancy effective September 30, 2025
11. Chessie stated that the Tenant was advised that 60 days' notice was required, and the Landlord did not accept the proposed short notice. Chessie explained that contemporaneous notes of conversations with the Tenant on August 26, 28, and 29, 2025 are contained in the Landlord's Book of Exhibits (Doc #6906205) the last rent payment received was on August 14, 2025, covering August 2025 rent.
12. Chessie testified that the Tenant remained in possession until she vacated the unit, and only one key was returned, and the Landlord did not change the locks or incur key-related expenses. She stated that the unit remains vacant, and the Landlord continues to incur carrying costs.
13. The Landlord submitted that it was entitled to insist on proper notice under s.44 of the Act and should not be responsible for losses arising from the Tenant's early departure.

### **Testimony of the Tenant**

14. The Tenant testified that she contacted property management in August 2025 and advised that she needed to vacate by September 30, 2025. The Landlord advised it would "look into" permitting early termination and would inspect the unit.
15. During cross examination the Tenant agreed that the Landlord never confirmed acceptance of early termination. She explained that she relied on verbal communications and vacated the unit.
16. The Tenant explained that she returned her keys and vacated the unit. The Tenant testified that she paid a key deposit to the Landlord at the commencement of the tenancy which was not returned. the Landlord did not take steps to re-rent the unit after she vacated.
17. The Tenant submitted that she should not be responsible for rent after vacating the unit.

### **Analysis**

18. Under s.44(2) of the Residential Tenancies Act, 2006 (the 'Act'), a tenant in a monthly tenancy must provide at least 60 days' written notice, effective at the end of a rental period. The Tenant's August 26, 2025, notice did not meet the statutory requirements. The

Landlord did not waive the notice requirement and did not accept the proposed early termination.

19. The Tenant's failure to give valid notice renders her liable for rent up to the date she vacated possession, subject to the Landlord's duty to mitigate under s.16 of the Act. Section 16 of the Act imposes a positive obligation on a landlord to take reasonable steps to mitigate losses once a tenant vacates without proper notice.
20. The Landlord presented no documentary or persuasive evidence of mitigation efforts, such as advertising, listing, or attempting to re-rent the unit after the Tenant vacated. In the absence of mitigation evidence, the Board draws an adverse inference that reasonable mitigation steps were not taken.
21. Accordingly, the Landlord has proven entitlement to rent only to the date the Tenant vacated the unit, and not beyond.
22. The Tenant raised the issue of the key deposit during her testimony. However, this issue is not properly before the Board in this proceeding, as the Landlord's application is limited to rent arrears and no tenant application regarding the key deposit was filed. As a result, no order is made respecting the key deposit in this application. The Tenant is not precluded from filing her own application seeking the return of the key deposit.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of September 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$39.11. 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**

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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                                             | \$2,206.31     |
| Application Filing Fee                                                  | \$186.00       |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$2,206.31   |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$146.89     |
| <b>Total amount owing to the Landlord</b>                               | <b>\$39.11</b> |