



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

File Number: LTB-L-087715-25

In the matter of: 317, 5105 HURONTARIO ST
MISSISSAUGA ON L4Z0C9

Between: Jennifer Ko Landlord

And

Katelyn Feddema Tenant
Ahmad Mohammad Fandi Alghzawi

Jennifer Ko (the 'Landlord') applied for an order to terminate the tenancy and evict Katelyn Feddema and Ahmad Mohammad Fandi Alghzawi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 8, 2025.

The Landlord, the Tenant, Katelyn Feddema, and the Tenant's Agent, Robert Hedge, attended the hearing.

Determinations:

Preliminary Issue: N4 notice Validity

1. At the hearing, I raised with the Landlord the fact that it appeared that the N4 notice's termination date was only 11 days from when the N4 was given, rather than the 14 days required by the *Residential Tenancies Act, 2006*.
2. The Landlord chose to proceed with an application for arrears only.

L1 Application:

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,350.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.

7. The rent arrears owing to December 31, 2025 are \$7,050.00.
8. The Tenant did not dispute the amount of arrears for October and November 2025. They stated that they intended to vacate the rental unit sometime between December 15, 2025 and December 20, 2025, and did not wish to be responsible for arrears past that point. They did not dispute that rent is due on the first day of the month, and therefore all of December came due as of the first. I note that parties to a tenancy can agree to terminate it at any time. I further note that if the Landlord serves a further notice of termination, the Tenant may also vacate in accordance with that notice and generally will only owe arrears up to the date that they vacated.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$32.03 is owing to the Tenant for the period from May 24, 2025 to December 8, 2025.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,236.00. This amount includes rent arrears owing up to December 31, 2025 and the cost of filing the application.
2. 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

Allana McComb
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.