



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088167-25

In the matter of: Upper Unit, 11 CHECKENDON DR
ETOBICOKE ON M9W2Y8

Between: Shane Soomar Landlord
Yasmin Moursalien

And

Sheldon Lilly Tenant
Odessa Sapida

Shane Soomar and Yasmin Moursalien (the 'Landlord') applied for an order to terminate the tenancy and evict Sheldon Lilly and Odessa Sapida (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord Shane Soomar, Landlord Yasmin Moursalien, Tenant Sheldon Lilly, and the Tenant Odessa Sapida attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 December 17, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.

5. The Landlord takes the position that the Tenant has not made any payments since the application was filed. The Tenant testified that they made a payment of \$1,800.00 to the Landlord in September 2025 which has not been credited to this tenancy. The Tenant submitted that this payment should be applied to this tenancy because they sent the payment to the Landlord intended to be September 2025 rent for their mother's tenancy in a separate rental unit at the residential complex, as they had always done, but that their mother's tenancy ended that same month and the Landlord was already holding a last month's rent deposit which the Landlord did not apply nor return to their mother.
6. Based on the evidence before the Board, I find that the \$1,800.00 payment made in September 2025 was paid in relation to a separate tenancy at the residential complex, occupied by the Tenant's mother. I further find that the Landlord and the Tenant's mother were parties to a distinct tenancy agreement for that unit. LTB order LTB-L-056066-25, issued on October 29, 2025, confirmed that the two units are separate rental units and that the tenancies are legally distinct.
7. As the \$1,800.00 payment was made in respect of a different rental unit and tenancy, I find that it cannot be unilaterally reallocated or credited to this tenancy. The Landlord was not required under the Act to apply payments received for one tenancy to rent owing under another tenancy.
8. To the extent the Tenant disputes how the Landlord applied payments or retained a rent deposit following the termination of the other tenancy, that issue does not arise from this application. Any claim regarding the improper collection or retention of rent or a rent deposit in relation to a different tenancy must be brought in a separate application under the Act.
9. On the basis of the evidence before the Board, I find that the rent arrears owing to December 17, 2025, are \$6,397.23. The \$1,800.00 payment made in September 2025 cannot be credited toward the arrears for this tenancy.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,150.00 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.
12. Interest on the rent deposit, in the amount of \$60.67 is owing to the Tenant for the period from November 1, 2024, to December 17, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 17, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,372.56. 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 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026

Date Issued

Kyle Anderson

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	\$6,397.23
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$60.67
Total amount owing to the Landlord	\$4,372.56