



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anna Moore Group on behalf of Alison McLean v Ellul, 2026 ONLTB 6043

Date: 2026-01-20

File Number: LTB-L-088323-25

In the matter of: 2 Edgecombe Terrace
Springwater ON L4N7K9

Between: Anna Moore Group on behalf of Alison McLean Landlord

And

Kurtis Ellul Tenants
Amy Ellul

Anna Moore Group on behalf of Alison McLean (the 'Landlord') applied for an order to terminate the tenancy and evict Kurtis Ellul and Amy Ellul (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 12, 2026.

The Landlord's Legal Representative Jennifer Fiegehen, the Landlord's Agent Alison McLean and the Tenants attended the hearing.

Determinations:

Preliminary Issued: When did Tenants vacate

1. At the outset of the hearing the Tenants stated that they had vacated the rental unit as of December 30, 2025 and that they had emailed the Landlord's property management company on December 30, 2025 advising of same.
2. The Landlord disputes that the Tenants notified them that they had vacated the rental unit. The Landlord's agent stated that this is the first time they are hearing that the Tenants have vacated the rental unit.
3. The matter was stood down to provide the Tenants an opportunity to submit the email that was sent to the Landlord's property management company on December 30, 2025. After a few minutes the Tenants stated that they could not locate the email but had a screenshot of the email that the Tenant Amy Ellul testified she sent to the Tenant Kurtis Ellul before sending the email to the property management company.

4. The screenshot provided by the Tenants raised the following concerns:
 - It was written in the past tense indicating that the Tenants vacated the rental unit on December 30, 2025, but was also alleged to have been sent on the same date.
 - The Tenants claim the screenshot of the email was taken to provide a copy to Kurtis Ellul before sending it, but the screenshot email is from Kurtis Ellul's email address.
5. During the time that the matter was stood down the Landlord reached out to their property management company. The Landlord's Agent testified that she had been advised by the property management company that no email had been received from the Tenants either on December 30, 2025 or a later date.
6. Based on the evidence before me I am not satisfied on a balance of probabilities that an email was sent to the Landlord's property management company advising that the Tenants had vacated the rental unit on December 30, 2025. I am satisfied on a balance of probabilities that the Landlord only learned that the Tenants had vacated the rental unit at this hearing. As such the Tenants shall be responsible for rent up to and including January 12, 2026 being the date of the hearing.

L1 Application

7. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
8. The Tenants were in possession of the rental unit on the date the application was filed.
9. The Landlord learned that the Tenants vacated the rental unit on January 12, 2026. Rent arrears are calculated up to the date the Landlord learned that the Tenants vacated the unit
10. The lawful rent is \$3,500.00. It was due on the 1st day of each month.
11. The Tenants have not made any payments since the application was filed.
12. The rent arrears owing to January 12, 2026 are \$11,880.84.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$3,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
15. Interest on the rent deposit, in the amount of \$64.04 is owing to the Tenants for the period from March 1, 2025 to January 12, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 12, 2026, the date the Landlord first became aware that the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$8,502.80. This amount includes rent arrears owing up to the date the Tenants 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Sean Ramage
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 January 12, 2026	\$11,880.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$64.04
Total amount owing to the Landlord	\$8,502.80