



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1213763/1319399 Ontario Inc. v Abdulameer, 2026 ONLTB 7425

Date: 2026-01-22

File Number: LTB-L-089077-25

In the matter of: 0310, 24 YORK ST
OTTAWA ON K1N1K2

Between: 1213763/1319399 Ontario Inc.

Landlord

And

Hussain Abdulameer

Tenant

1213763/1319399 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Hussain Abdulameer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on January 19, 2026.

The Landlord's Representative, David Lyman, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Service of the N4 notice

1. During the hearing, the Tenant stated that he did not receive the N4 notice.
2. The Landlord's representative stated that the Landlord mailed the N4 notice to the Tenant on September 18, 2025, deemed served on September 23, 2025. He stated that that mail was not returned to the Landlord as undelivered. The Landlord produced a Certificate of Service signed on September 18, 2025 confirming service of the N4 notice on the Tenant by mail.
3. The Tenant confirmed that his mail was delivered to a locked mailbox in the residential complex and did not identify any issues with his mailbox. There is no evidence before me that the Tenant provided notice to the Landlord that he was terminating the tenancy 1) on October 31, 2025 or 2) for a reason other than the N4 notice. As such, I find it more likely than not that the Tenant received the N4 notice.

The application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Tenant vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
7. The lawful rent is \$1,839.00. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to October 31, 2025, are \$11,153.00. The Tenant disputed this amount.
10. The Tenant stated that his rent was paid by automatic debit and that while he was aware that some payments were deposited back into his account, they were subsequently withdrawn again. I do not find the Tenant's evidence credible. The Tenant provided no explanation as to why the monthly rent would have been returned to his bank account nor did he provide any documentary evidence, such as bank statements, to support his testimony that the rent was paid after it had been returned to his account.
11. Based on the evidence before me, I am satisfied that the rent arrears owing to October 31, 2025 are \$11,153.00
12. The Landlord's representative requested payment of \$160.00 for administration charges the Landlord incurred as a result of eight cheques given by or on behalf of the Tenant which were returned NSF. However, one of those cheques (i.e. August 6, 2025) was in the amount of \$950.00. Given that this amount is different from the monthly rent and the Landlord's representative could not identify what that cheque was for, I disallowed the Landlord's request for a \$20.00 administrative fee for that returned cheque.
13. The Landlord is entitled to \$140.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of seven rent cheques given by or on behalf of the Tenant which were returned NSF.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,884.97 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of October 31, 2025, the date the Tenant moved out of the rental unit.

2. The Tenant shall pay to the Landlord \$9,594.03. 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 and unpaid NSF charges. 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 February 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 3, 2026, at 4.00% annually on the balance outstanding.

January 22, 2026
Date Issued

Karen Gonçalves
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	\$11,153.00
Application Filing Fee	\$186.00
NSF Charges	\$140.00
Less the amount of the last month's rent deposit	- \$1,884.97
Total amount owing to the Landlord	\$9,594.03