



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

File Number: LTB-L-095087-25

In the matter of: 420, 9 CRESCENT PL
EAST YORK ON M4C5L8

Between: Pinedale Properties Ltd. Landlord

And

Abdalwahid Hama Sidiav Tenants
Tazhan Hama Sidiq
Ardalan Ghafoor Arif

Pinedale Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Abdalwahid Hama Sidiav, Tazhan Hama Sidiq and Ardalan Ghafoor Arif (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 26, 2026.

The Landlord's Agent, Mario Gambelic, the Landlord's Representative, Kundai Govereh, and the Tenant, Ardalan Ghafoor Arif, attended the hearing.

Determinations:

1. 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on November 30, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit. The parties disputed the vacate date as described below.
4. The lawful rent is \$2,816.49. It was due on the 1st day of each month.
5. The Tenants have not made any payments since the application was filed.

Disputed Notice of Termination & Vacate Date

6. The Tenant testified that they vacated the rental unit on October 31, 2025. That his wife dropped off a notice to end their tenancy at the beginning of September 2025 for the end of October. He does not recall the exact date nor did he have any documentary evidence to submit relating to the notice. The Tenant further testified that the Landlord “lost” his notice and asked for a new notice in which his wife delivered around September 10 or 12th to the Landlord that it was their intention to leave at the end of October 2025.
7. The Landlord testified that they did not receive a prior notice and the only N9 notice they received was dated September 10, 2025, and received on September 19, 2025 by their office with a termination date of October 31, 2025. The Landlord submitted a copy of the N9 notice into evidence.
8. Section 44(2) of the *Residential Tenancies Act, 2006* (the ‘Act’) allows a tenant to give written notice to their landlord to end a monthly tenancy. The notice must give at least 60 days before the termination date which must fall on the last day of a rental period.
9. Based on the Tenant’s own admission, his initial letter did not provide the Landlord with at least 60 days of notice required by the Act. In addition, his subsequent notice did not provide sufficient 60 days notice either. His letter provided a termination date of October 31, 2025, instead of November 30, 2025 (which should have been the earliest available termination date which fell at the end of a rental period).
10. Pursuant to section 88 of the Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice. The earliest termination date is November 30, 2025, 60 days after the Notice to End the Tenancy. I am also satisfied under section 88(4) that the Landlord tried to minimize their losses by showing the unit to prospective renters and the rental unit is still unoccupied.
11. Therefore, I find that the Tenant is responsible for rent up to November 30, 2025. The rent arrears owing to November 30, 2025, are \$5,632.98.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,822.04 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.
14. Interest on the rent deposit, in the amount of \$58.57 is owing to the Tenants for the period from February 1, 2025, to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 30, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$2,938.37. 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 February 9, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 10, 2026, at 4.00% annually on the balance outstanding.

January 29, 2026
Date Issued

Teresa Hunt
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 Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$5,632.98
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,822.04
Less the amount of the interest on the last month's rent deposit	- \$58.57
Total amount owing to the Landlord	\$2,938.37