



Order under Section 69 Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Yehdego, 2026 ONLTB 14575

Date: 2026-02-13

File Number: LTB-L-047439-25

In the matter of: 1609, 263 PHARMACY AVE
SCARBOROUGH ON M1L3E8

Between: Homestead Land Holdings Limited

Landlord

And

Gebrihiwet Bein Yehdego

Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order requiring Gebrihiwet Bein Yehdego (the 'Tenant') to pay the rent that the Tenant owes.

This application was reheard by videoconference on February 5, 2026.

The Landlord's Agent Nazeer Najwa, the Landlord's Legal Representative Jessica Shanani, the Tenant and the Tenant's Legal Representative Mohammad Shahadat Kamal attended the hearing. The Landlord's office administrator Elena Nosi attended as a witness for the Landlord.

Determinations:

1. For the reasons below, the Landlord's application is granted.
2. On November 4, 2025, the Sheriff enforced an eviction pursuant to an LTB order.
3. The Landlord alleges that the Tenant did not pay the total rent they were required to pay for the period from November 1, 2024 to November 4, 2025.
4. The Tenant has not made any payments since the application was filed. There is no dispute the rent arrears owed to November 4, 2025 are \$18,061.00.

The Tenant claims he has no liability for the rent arrears

5. The parties agree that the Tenant G.Y took occupancy of the rental unit on October 1, 2020 with his spouse A.H. and their child, and that G.Y. is named as the sole tenant on the residential lease agreement dated August 20, 2020.
6. G.Y. claims he moved out of the unit on November 28, 2022, when his spouse A.H. required him to leave. He took his personal belongings and gave his unit key to A.H., who remained living in the unit. He contends that he owes no rent as of the date he moved out.
7. There is no dispute that G.Y. did not give the Landlord a notice to end the tenancy with the required 60-days' notice pursuant to the *Residential Tenancies Act, 2006* (the 'Act'), or that

he never informed the Landlord in writing that he was vacating the unit. He agrees that he did not return the unit keys to the Landlord.

8. G.Y. testified that in November 2022 he verbally informed the Landlord that he would be moving out, or had moved out, and that he was no longer liable for rent. He testified that he also told A.H. that she should “fill out a form” to transfer the lease into her name.
9. He stated that he did make one further rent payment in January 2023. For a few months after that, he said, he monitored whether A.H. was paying the rent. Once he saw that she was paying the rent, he assumed that she was the tenant. The evidence is that he visited with his child at the unit for some period of time after he moved out. He was hoping that he and A.H. would reconcile, but that never happened.
10. E.N., the Landlord’s office administrator, testified that she was aware of some of the key facts. She testified that G.Y. never informed her that he was vacating permanently, never asked to be removed from the lease, and never gave an N9 notice or other notice to end the tenancy. She insists that the Landlord never agreed to remove him from the lease.
11. If he had approached her, she would have directed him to the N9 notice. She emphasized that all she knew was that someone was paying the rent until the Tenant fell into arrears.

Analysis

12. The question to be answered is: who is responsible for payment of the arrears?
13. G.Y. claims that he moved out more than three years ago and has had no ties with the unit since January 2023, when he made a final rent payment.
14. To the contrary, the Landlord does not believe that G.Y. ever surrendered possession of the unit. E.N. contends that, even if G.Y. vacated on November 28, 2022, he continues to bear responsibility for the arrears of rent due to the lack of proper notice of termination.
15. However, E.N. was resolute in her testimony that G.Y. never informed her that he was moving out, either in November 2022 or in January 2023.
16. The onus is on G.Y. to convince the Board with sufficient, reliable evidence that he gave up possession of the rental unit on November 28, 2022.
17. The problem with G.Y.’s evidence is that it is unsupported by any documentation or corroborating evidence. The occupant A.H. was not present to testify to the facts. G.Y. concedes that he neglected to provide the Landlord with an N9 notice. He presented no written communications with the Landlord confirming his decision to end the tenancy. He made no effort, it seems, to request in writing that occupancy be transferred to his spouse.
18. While I appreciate that English is not his first language (as he required an interpreter at the hearing), a reasonable person who intends to give up a lease will have the common sense to inform the Landlord in writing of their plan, of the reason they want to end their tenancy, such as an unforeseen material change in circumstance, and to keep a paper trail of those communications. It is also reasonable for them to conclude that, if they are leaving a sitting occupant in the unit, they should at least inform the Landlord and ask if they need the Landlord’s approval to transfer occupancy to the occupant. G.Y. did none of these things.
19. G.Y. cannot be so unfamiliar with the Act as he suggests. He knew that there was a process for A.H. to follow to become the tenant, as he told her. He would have been aware

of the requirement to provide 60-days' notice to end the tenancy. These are clearly set out in the lease agreement he reviewed and signed. He would know that a failure to take the proper steps might mean he would be held responsible for paying ongoing rent.

20. Large, corporate landlords cannot monitor hundreds of tenancies to determine whether a tenant has vacated without notice. If tenants do not exercise the necessary diligence to properly end a tenancy, the Landlord's potential to collect arrears may be significantly prejudiced. The Act provides for tenant notices of termination to avoid these kinds of situations. This is consistent with one of the purposes of the Act, which is to balance the rights and responsibilities of landlords and tenants.
21. Based on the evidence and submissions before the Board, I find that the Tenant has presented insufficient evidence to establish that he was not in possession of the rental unit as of November 4, 2025.
22. Therefore, I find that the Tenant was in possession of the rental unit on the date the application was filed.
23. The tenancy was lawfully terminated in accordance with an LTB order and the Tenant's obligation to pay rent ends on November 4, 2025.
24. The lawful rent is \$1,743.45. The rent arrears and daily compensation owing to November 4, 2025 are \$18,061.00.
25. The Landlord collected a rent deposit of \$1,681.76 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 is terminated.
26. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord also incurred Sheriff fees of \$324.00 and is entitled to collect this cost.

It is ordered that:

1. The Tenant shall pay to the Landlord \$16,889.24. This amount includes rent arrears owing up to November 4, 2025 and the cost of the application minus the rent deposit.
2. If the Tenant does not pay the Landlord the full amount owing on or before February 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026

Date Issued

Elle Venhola

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.