



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

**Citation:** Equiton Residential Income Fund LP v Aden, 2026 ONLTB 15493

**Date:** 2026-02-23

**File Number:** LTB-L-099211-25

**In the matter of:** 614, 125 WELLINGTON ST N  
HAMILTON ON L8R3J4

**Between:** Equiton Residential Income Fund LP Landlord

**And**

Amanie Aden Tenant

Equiton Residential Income Fund LP (the 'Landlord') applied for an order to terminate the tenancy and evict Amanie Aden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, Laveena Sansal, and the Tenant attended the hearing.

### **Preliminary:**

#### Dispute over the vacate date

#### *Tenant submissions*

1. The position of the Tenant is she disputes she owes arrears up to December 31, 2025.
2. The Tenant stated that she vacated the rental unit on December 1, 2025 after providing verbal notice to terminate the tenancy with a Landlord agent more than 60 days prior to her vacating.
3. The Tenant stated that sometime in September 2025 she attended the residential complex office and talked with one of the Landlord employees informing them of her intent to vacate the rental unit and provide the 60 days notice.
4. At the hearing the Tenant testified that she was accepted into nursing school and was vacating the rental unit to move closer to the school. The Tenant stated that sometime in

October 2025 she contracted autoimmune encephalitis which had affected her memory. The Tenant stated that she was unable to recall some specific details of the event.

5. The Tenant testified that the Landlord employee told her that verbal confirmation was sufficient.
6. The Tenant testified that she did not hear anything from the Landlord until the day she attempted to book the elevator to vacate the rental unit and the Landlord informed her she had not provided proper notice.
7. The Tenant's position is she gave notice to leave at the end of November 2025, the Landlord accepted and she does not owe for December 2025 rent.

*Landlord submissions*

8. The position of the Landlord is the Tenant did not provide proper notice to terminate the tenancy.
9. The Landlord agent, Laveena, that attended the hearing stated that the Landlord agent that spoke with the Tenant was not at the hearing. I asked Landlord agent Laveena to have the agent that spoke with the Tenant call in to the hearing to provide submissions.
10. Landlord agent Carmela Antonio called into the hearing to provided testimony. Carmela is the Resident Manager for the Landlord at the residential complex and was the agent that spoke with the Tenant regarding the termination of the tenancy.
11. Carmela testified that the Tenant did attend the residential complex office, however the Tenant attended sometime in late October 2025 or early November 2025. Carmela stated the Tenant told her she was intending on vacating the rental unit. Carmela informed the Tenant that she needed to provide proper written notice and provided the Tenant with an N9 notice.
12. Carmela stated the Tenant returned sometime later in November 2025 with the N9 notice with a termination date of November 30, 2025. Carmela again informed the Tenant of her obligation to provide 60 days notice, and the Tenant stated she would come back.
13. The Tenant returned to the office on November 20, 2025 to book the elevator and Carmela again informed the Tenant she has not provided written 60 days notice. Carmela stated the Tenant responded by telling her she was moving out.
14. Carmela testified that the Landlord does not accept verbal agreements to terminate the tenancy and requires written notices in order to have a paper trail for situations such as this.
15. The Landlord agent stated that the Tenant vacated the rental unit on December 1, 2025 that was not in accordance with Act, or on agreement from the Landlord.
16. The Landlord is seeking rent arrears up to the December 31, 2025 as a result of the Tenant's improper notice.

17. On a balance of probabilities means that the person making the claim, in this case the Tenant must show that her version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
18. I do not find the Tenant's evidence persuasive enough, relying solely on her testimony as evidence the Landlord agent agreed verbally to allow the Tenant to terminate the tenancy. I do not find the Tenant credible in her testimony and her lack of particulars and specific details regarding the conversation she claims to have had with the agent regarding the termination of the tenancy are such that I find it more likely than not the Tenant did not have verbal authorization from the Landlord agent to terminate the tenancy.
19. At the hearing the Tenant also changed her testimony at first stating she needed to terminate the tenancy to attend nursing school, she later stated that she could no longer afford the rent and eventually moved in with her sister.
20. I prefer the evidence of the Landlord and I find Carmela credible and consistent in her testimony regarding the fact she informed the Tenant that written notice is required to terminate a tenancy.
21. I find it reasonable that a large landlord has a process in place requiring written notice from tenants to terminate in order to avoid such issues as is the case here.
22. As a Resident Manager I find it reasonable to conclude Carmela would have dealt with many other terminations and in my view it is more likely than not, that the Tenant vacated the rental unit without providing proper notice.
23. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved the Landlord had given permission or agreed to allow the Tenant to terminate the tenancy without proper written notice.

**Determinations:**

24. 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.
25. The Tenant was in possession of the rental unit on the date the application was filed.
26. Section 88 of The *Residential Tenancies Act*, 2006 (the "Act") states:

Arrears of rent when tenant abandons or vacates without notice

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. 2006, c. 17, s. 88 (1).

27. Landlord agent Laveena stated the Landlord is seeking rent arrears under section 88 up to the end of December 31, 2025 as the Landlord was unable to re-rent the rental unit out on such short notice given the Tenant had abandoned the rental unit on December 1, 2025.

28. There is no dispute the Tenant gave the keys and key fobs to the Landlord on this date.

29. Since the tenancy was not terminated on an agreement by the Landlord or on proper notice I find the Landlord is entitled to the arrears owing up to December 31, 2026.

30. With the totality of the evidence and submissions before me and given my finding above, I find the Tenant vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.

31. The lawful rent is \$1,785.00. It was due on the 1st day of each month.

32. The Tenant has not made any payments since the application was filed.

33. The rent arrears owing to December 31, 2025, are \$3,570.00.

34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

35. The Landlord collected a rent deposit of \$1,733.67 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.

36. Interest on the rent deposit, in the amount of \$43.34 is owing to the Tenant for the period from January 1, 2025, to December 31, 2025.

37. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

38. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,978.99. 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 March 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 7, 2026, at 4.00% annually on the balance outstanding.

**February 23, 2026**  
**Date Issued**

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**Greg Brocanier**  
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                                             | \$3,570.00        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$1,733.67      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$43.34         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$1,978.99</b> |