



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

**File Number:** LTB-L-095965-25

**In the matter of:** 607, 24 AUGUSTA ST  
HAMILTON ON L8N0B7

**Between:** James Hughson LP Landlord

**And**

Deanna Zurek Tenant

James Hughson LP (the 'Landlord') applied for an order to terminate the tenancy and evict Deanna Zurek and Angelo Iannetta (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's agent, D. Nash, the Landlord's legal representative, K. Hawkes and the Tenant's legal representative, K. Knibbs attended the hearing.

The parties agreed to remove Angelo Iannetta from the application because he is a guarantor and not a Tenant.

**Determinations:**

1. 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

*When was vacant possession given to the Landlord?*

3. The Landlord submits that they only became aware that the Tenant vacated and left keys in the unit on the day of the hearing.
4. The Tenant's legal representative submits that the Landlord was aware that the Tenant vacated as of December 31, 2025.

5. The Tenant submitted an email dated December 25, 2025, from the Landlord's agent. The email states that the Landlord has received an email from WYSE stating that the Tenant has ended her account, effective December 31, 2025. The email goes on to state that the Landlord has yet to receive a signed N11 stating the Tenant's intent to vacate by December 31, 2025, and because of this, the Landlord's position is that they have not received proper 60 day notice to vacate.
6. The Tenant responds to the email requesting to book the elevator for December 28, 2025, and advises that there is an agreement in place and she doesn't know what happened to the document (the N11).
7. The Landlord's agent responds that because they have not received a signed N11, the lease is current, but they are willing to waive the 60-day notice requirement and allow the Tenant to end the tenancy as of January 31, 2026.
8. The Landlord submitted an email dated January 9, 2025, that was a response to an email sent by the Tenant to the Landlord's agent on January 6, 2025. The Landlord's legal representative advises the Tenant that the Tenant was seen removing personal belongings out of the unit at the end of December 2025, but that the Landlord was not properly advised of the Tenant's intention to vacate, and they have not returned the keys. The email advises that the Landlord's position is that because the Tenant is in possession of the keys, they are still in possession of the unit.
9. A. Ianetta testified that she attended at the rental unit on December 30, 2025, and left the keys on the kitchen counter.

#### Analysis

10. Based on the evidence before me, I am satisfied, on a balance of probabilities, that the Tenant vacated the rental unit on December 31, 2025.
11. The Landlord was aware on December 25, 2025, that the Tenant intended to vacate the rental unit as of December 31, 2025. The Tenant proceeded to book the elevator, and this is confirmed by the email sent by the Landlord's legal representative on January 9, 2026, stating that the Tenant was seen removing her belongings from the rental unit at the end of December. Despite this, the Landlord did not attend at the unit at all to confirm the Tenant vacated. This may have been based on the incorrect impression that the Tenant had to give the Landlord an N11 after a notice of termination was already served by the Landlord. The Landlord's position that they were only aware that the Tenant vacated as of the date of the hearing is not supported by the evidence submitted. The evidence supports that the Tenant vacated the rental unit as of December 31, 2025.
12. As such, I am satisfied that the Tenant vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.

#### *L1 application*

13. The lawful rent is \$2,101.25. It was due on the 1st day of each month.
14. The Tenant has not made any payments since the application was filed.

15. The rent arrears owing to December 31, 2025, are \$5,724.41.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,050.00 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.
18. Interest on the rent deposit, in the amount of \$12.92 is owing to the Tenant for the period from October 1, 2025 to December 31, 2025.

**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 \$3,847.49. 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

**February 25, 2026**  
**Date Issued**

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Emily Robb  
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                                             | \$5,724.41        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$2,050.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$12.92         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$3,847.49</b> |