



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Wan v Hanna, 2026 ONLTB 14344

Date: 2026-02-27

File Number: LTB-L-094680-25

In the matter of: 9958 MCCOWAN RD
MARKHAM ON L6C0N1

Between: Queenie Wan Landlord

And

Kamil Hanna Tenants
Mina Meawad

Queenie Wan (the 'Landlord') applied for an order requiring Kamil Hanna and Mina Meawad (the 'Tenants') to pay the rent that the Tenants owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 9, 2026.

The Landlord, the Landlord's Representative, Alvin Chan, and the Tenants' Agent, Dina Kamel, attended the hearing.

Determinations:

1. The date the Tenants vacated the rental unit is in dispute.
2. It was the Landlord's evidence that she received a text message on December 31, 2025, from her property manager that the Tenants had left the keys in the rental unit, so she attended the rental unit on December 31, 2025 and found the unit vacant with some furniture on the driveway and deck.
3. The Landlord testified that she drove by the rental unit on October 25, 2025, and saw a vehicle in the driveway as well as her property manager talking to a person in the driveway, the day the Tenants were served with the N4 notice of termination. The Landlord testified that when she drove by the rental unit on December 19, 2025, there was a vehicle in the driveway and there were lights on in the kitchen. The Landlord testified when she drove by the rental unit on December 23, 2025, she saw lights on inside the house as well as belongings inside.

4. The Tenants' Agent testified that the Tenants vacated the rental unit as of October 8, 2025, because they found a new place to live as of October 2, 2025. The Tenants' Agent testified that a stop payment was ordered on the November and December rent cheques to the Landlord which ended up being returned NSF to the Landlord. The Tenants' Agent testified that every time the Landlord attended and saw a vehicle in the driveway or the lights on it was because the Tenants had arranged to meet with the property manager or attend the unit to try and return the keys and have their last month's rent deposit returned. The Tenants' Agent testified that the Tenants had vacated but there were a few items left and the Tenants did not return the keys because the property manager would not accept the keys until an inspection was done. However, the Tenants' Agent testified that eventually the keys were just left in the rental unit on or about December 23, 2025.
5. I do not find the Tenants' Agent's evidence that the Tenants vacated the rental unit on October 8, 2025, to be persuasive. The Tenants do not need permission to return keys and in fact ended up leaving keys at the end of December 2025. The Tenants' Agent admitted that there were at minimum still a few small possessions and a "little bit" of garbage that needed cleaning after the Tenants apparently vacated on October 8, 2025, but apparently could not take care of the minor possessions and small amount of cleaning on any of the three occasions they happened to be visiting, and the Landlord also saw someone at the rental unit. I find it that it does not make sense that the Tenants went out of their way to arrange inspections to exchange keys with the property manager on three separate occasions but did not take care of the few minor possessions left or the remaining cleaning and leave the keys on October 25, December 19, or December 23, 2025.
6. I am not persuaded that the Tenants fully vacated the rental unit on October 8, 2025, and find instead that the Tenants vacated on December 31, 2025, when the Landlord found the keys in the rental unit.
7. The Tenants vacated the rental unit on December 31, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
8. The Tenants did not pay the total rent they were required to pay for the period from October 15, 2025, to December 31, 2025.
9. The lawful rent is \$2,193.07. It is due on the 15th day of each month.
10. The Tenants have not made any payments since the application was filed.
11. The tenancy ended on December 31, 2025, as a result of the Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
12. The rent arrears and daily compensation owing to December 31, 2025, are \$5,611.84.
13. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$14.00 for bank fees the Landlord incurred as a result of 2 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$5,811.84. This amount includes rent arrears owing up to and the cost of the application.
2. If the Tenants do not pay the Landlord the full amount owing on or before March 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2026, at 4.00% annually on the balance outstanding.

February 27, 2026

Date Issued

Nicole Pedron

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.