



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-052445-25

In the matter of: B, 920 Pape Avenue
Toronto ON M4K3V2

Between: Stavroula Kardaras Landlord

And

Kizito-Azaria Kanda Former Tenant

Stavroula Kardaras (the 'Landlord') applied for an order requiring Kizito-Azaria Kanda (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

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

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on January 5, 2026 by email.
5. The Former Tenant vacated the rental unit on April 30, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears owing

1. The lawful rent was \$2,650.00. It was due on the first day of each month.
2. The Former Tenant has not made any payments since the application was filed.
3. The Landlord claims the rent arrears and daily compensation owing for the period from April 1, 2025 to April 30, 2025 are \$2,650.00.

Landlord submissions

4. The position of the Landlord is the Landlord and the Former Tenant entered into a tenancy agreement commencing on December 1, 2024 for fixed term of one year ending on November 30, 2025.
5. The Landlord stated she received an email from the Former Tenant on March 30, 2025 informing the Landlord the Former Tenant was providing a 60 day notice to terminate the tenancy.
6. On April 1, 2025 the Landlord received a message from the realtor and upon review of the tenancy agreement realized the Former Tenant was locked into a fixed term ending on November 30, 2025.
7. The realtor asked if the Landlord would be willing to terminate the tenancy early and the Landlord agreed.
8. The Landlord served the Former Tenant with an N11 notice with a termination date of May 31, 2025, both the Landlord and the Former Tenant signed the N11 notice.
9. The Landlord entered the N11 into evidence to support her claim.
10. The Landlord stated that she did not receive rent for April 1, 2025 and texted the Former Tenant inquiring about the rent.
11. The Landlord submitted copies of the text message conversations between the Landlord and the Former Tenant as evidence to support her position.
12. The Former Tenant responded by text a few days later stating that he had purchased a new home and would be moving into his new residence on May 1, 2025.
13. The Landlord continues to attempt to contact the Former Tenant at the end of April inquiring about the rent for April.
14. The Landlord stated that the Landlord and Former Tenant engaged in a phone conversation around the beginning of May 2025 and the Landlord offered to allow the Former Tenant to break the April rent payment up into two payments.
15. The Landlord sent another text message to the Former Tenant on June 4, 2025 indicating the Landlord had attempted to call the Former Tenant several times and the Former Tenant had not responded to her phone calls or text messages.

16. After receiving no response from the Former Tenant the Landlord filed the application on June 17, 2025.

Former Tenant submissions

17. The position of the Former Tenant is he believed that Landlord had suggested she was breaking the tenancy agreement in “good faith” and waiving the rent for the month of May 2025.
18. The Former Tenant submitted an email communication from the Landlord to the Former Tenant to support his claims.
19. In the email dated June 10, 2025 the Landlord writes:

Although you had a one (1) year lease, I agreed to your two (2) months notice to vacate provided to me via e-mail on Sunday March 30 2025. I understood that the apartment was not a good fit for you and I was willing to release you from your lease in **good faith** and we both signed the form an 11 agreement to end the tenancy.

[emphasis added]

20. The Former Tenant stated that he paid a last month’s rent deposit that should be applied to April 2025 and the Landlord’s offer of free May rent leaves him with no outstanding arrears.
21. The Former Tenant acknowledged his text messages to agree to pay April rent but submits upon further review of the text messages and reflection of how he interprets the Landlord’s act of “good faith” he believes it was the Landlord’s intent to waive the rent for May 2025 and allow him to stay rent free until he moved to his new residence.

Analysis

22. In one of the text messages dated April 12, 2025 at 9:16am the Landlord states to the Former Tenant:

Azaria,

As per our phone conversation this morning, I hope I was able to clarify that the 1st of the month is your 1st month of occupancy and the last month as per our agreement is May 31st and therefore, the April rent is due. The fact that you found a place earlier does not change the fact that you are obligated to pay April rent.

23. On April 15, 2025, the Landlord received a text message from the Former Tenant. The text reads as follows:

Hi Voula I will provide you with the April payment. Thank you.

24. The Former Tenant submitted a copy of the June 10, 2025 email where he believes the Landlord was offering him free rent for May 2025 when she indicated she was terminating the fixed term tenancy early in “good faith”.

25. The next paragraph in the Landlord’s email from above states:

The first and last months rent was already captured under our agreement to lease with the realtor Steven Pryce (iProRealty Ltd.). And as mentioned above your tenancy would end on May 31 2025. Therefore the rent for April was outstanding.

26. In my view based on the submissions before me there can be no room for interpretation that the Landlord’s suggestion of “good faith” was to allow the Former Tenant to terminate the tenancy early prior to the tenancy agreement date of November 30, 2025.

27. I find that the Landlord had made her position very clear in the many text messages and email regarding he allowing the Former Tenant to terminate the tenancy early.

28. The Landlord took the appropriate steps to serve an N11 notice and have the Former Tenant sign it agreeing to the termination date of May 31, 2025.

29. I also note from the text messages submitted as evidence, it is clear the Former Tenant acknowledges his obligation to pay the April 2025 rent.

30. What I believe has happened here is the Former Tenant found alternative housing and was afforded the opportunity to move into the new residence early and is seeking to avoid meeting his obligation to pay his lawful rent for April 2025.

31. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application.

32. I find the tenancy ended on May 31, 2025 as a result of the Former Tenant moving out in accordance with an N11 notice of termination signed by both the Landlord and the Former Tenant. Therefore, the Former Tenant's obligation to pay rent ended May 31, 2025.

33. There is no last month's rent deposit. The Landlord stated she applied the last months rent deposit to the Former Tenant's last month of the tenancy for My 2025 in accordance with the *Residential Tenancies Act*, 2006 (the “Act”) and the N11 signed by the Landlord and the Former Tenant.

34. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

35. 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.

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

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,650.00, which represents rent and compensation owing up to April 30, 2025.
2. The Former Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$2,851.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before March 8, 2026, the Former 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 27, 2026
Date Issued

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To April 30, 2025	\$2,650.00
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$2,851.00