



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

File Number: LTB-L-089298-25

In the matter of: 1513, 33 Elm Drive West
Mississauga ON L5B4M2

Between: kamran rashedi Landlord

And

Angieneill Cyslie-Ann Whitfield Tenant

kamran rashedi (the 'Landlord') applied for an order to terminate the tenancy and evict Angieneill Cyslie-Ann Whitfield (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 19, 2026.

The Landlord and the Tenant attended the hearing.

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.
3. The Landlord is seeking rent arrears to the date of this hearing, testifying that the Tenant has never returned the keys.
4. The Tenant testified that they provided vacant possession of the unit on December 1, 2025, and the Landlord had stopped all communication and prevented the Tenant from returning the keys.
5. The Landlord testified that they seen the moving truck at the unit on December 1, 2025, received an email from the Tenant on December 3, 2025 about booking the elevator, received another email saying the unit was vacated on December 14, 2025, but they did

not receive the keys and another email on December 19, 2025 from the Tenant saying that the Tenant was going to drop the keys off at the police station.

6. The Tenant testified that they called the Landlord on December 1, 2025, to provide the keys, but the Landlord refused to answer the calls. The Tenant further testified that they tried to give the keys to the concierge, who refused to accept them.
7. The Tenant testified that they moved into their new unit on December 1, 2025 and after repeated attempts to provide the keys to the Landlord, they tried to bring the keys to the police station on December 19, 2025, but the police would not accept them.
8. Based on the evidence before me, I find on a balance of probabilities that the Tenant provided vacant possession to the Landlord on December 1, 2025. The Landlord had seen the moving truck, received an email on December 14, 2025, confirming the unit was vacant and was aware that the Tenant tried to take the keys to the police station, but at no time between December 1, 2025 and the date of this hearing, did the Landlord do its due diligence and give notice to enter the unit to confirm vacant possession.
9. Therefore, I find that the Tenant vacated the rental unit on December 1, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
10. The lawful rent is \$2,300.00. It was due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to December 1, 2025, are \$7,109.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,300.00 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.
15. Interest on the rent deposit, in the amount of \$23.95 is owing to the Tenant for the period from July 2, 2025, to December 1, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 1, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,971.05. 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.

March 5, 2026

Date Issued

Brenda Mercer

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	\$7,109.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$23.95
Total amount owing to the Landlord	\$4,971.05