



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-045824-25

In the matter of: Upper, 18 AUSTIN TERRACE
TORONTO ON M5R1X9

Between: McGinley Bros Inc Landlord

And

Abbas Wadi Former Tenant

McGinley Bros Inc (the 'Landlord') applied for an order requiring Abbas Wadi (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 4, 2026 at 09:00 am.

The Landlord Representative Nikki Sheppard, the Landlord's Agent Christopher Mior, the Landlord Brendan Charles, the Tenant Representative Darcy Purdy and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord did prove 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 August 26, 2025 and October 14, 2025 by email.
5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,665.00. It was due on the 1st day of each month.

9. Based on the Monthly rent, the daily rent/compensation is \$87.61. This amount is calculated as follows: $\$2,665.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Landlord incurred \$186.00 in cost when filing the application and is entitled to reimbursement of those costs.

Landlord testimony and evidence.

12. It was the Landlord Representative's submission that the tenancy was terminated effective February 14, 2025 by way of order LTB-L-060961-24, issued on February 3, 2025 and that the Landlord was seeking rent arrears owing for the period of November 1, 2024 to February 14, 2025 totalling \$9,221.68.
13. It was also their submission that the Former Tenant failed to meet the terms of an agreement, "the agreement" that would have resolved all matters relating to the tenancy and alleged rent arrears owing.
14. The uncontested details of the agreement were as follows:
 - a. The Tenant agreed to vacate the property no later than January 1, 2025 and further agreed to:
 - I. Remove all personal belongings no later than January 1, 2025;
 - II. Remove their vehicle and any personal items on the outside of the property no later than January 1, 2025;
 - III. The Tenant agreed to not intentionally, willfully, or negligently damage the property prior to vacating;
 - IV. Complete the legal LTB form to end the tenancy;
 - V. Consent to the withdrawal of the application before the LTB once the agreement has been fulfilled;
 - b. The Applicant/property owners agreed that the Tenant has successfully and fully completed items 1-5 above and the unit is confirmed vacant to:
 - I. Withdraw their application on consent, with the LTB as it relates to the Tenant;
 - II. Have their legal Representative attend the property on January 1, 2025 to verify vacant possession and get three keys from the Tenant at which time simultaneously, the owners will transfer to the tenant the equivalent of two months rent which equates to \$5,330.00.

- III. It's understood that the tenant and legal representative will remain on site until the funds are confirmed sent and received.
- c. Both parties together agree this forms a full land final settlement of all matters relating to the tenancy.
 - d. Damages that go beyond normal wear and tear, or items left by the tenant requiring repair or disposal, related costs, will be deducted and offset from the monies owing under this agreement, should they be required to be remedies by the Landlord.
15. In support of the Former Tenant's alleged failure to meet the terms of the agreement, the Landlord Representative entered into evidence the unsigned agreement, emails between themselves, the Former Tenant and the Former Tenant and Landlord Agent. They also entered in evidence pictures allegedly taken on January 1, and January 8, 2025, which indicated several items in and outside the property including the Former Tenant's car.
16. They further submitted that as per the agreement they had attended the property on January 1, 2025 and remained there most of the day, departing when it became apparent the Former Tenant was not going to fulfill the terms of the agreement, as there were still several items inside and out requiring removal.
- Former Tenant testimony and evidence.
17. In response the Former Tenant testified that they had fulfilled the terms of the agreement, however on advice of the Landlord's Representative they retained the keys pending receipt of the agreed upon payment. They then testified that the Landlord's refused to transfer the funds, and on January 7, 2025 the Landlord Agent sent an email alleging that there was water damage as a result of his negligence. They then testified that they found that the Landlord had change the locks when they went to investigate the alleged damage.
18. They entered in evidence pictures allegedly taken on December 31, 2024, January 1, 2025, audio recordings of their conversation with the Landlord Representative on January 1, 2025, video recording of them attempting to enter the unit on January 8, 2025, along with email correspondence between them, the Landlord representative and Landlord Agent.
19. In response to the audio recording the Landlord Representative submitted they were unaware that they were being recorded and requested that it not be accepted in evidence. I denied the request as there was no reasonable expectation of privacy in the rental unit as at the time the Former tenant still had possession. They then admitted to advising the Former Tenant to retain the keys, testifying that this was prior to realizing that the Former Tenant would not be fulfilling the terms of the agreement, several hours later prior to them leaving the property and being unable to obtain a signed copy of the agreement or having come to new terms with the Former Tenant.
20. Regarding the January 8, 2025 email the Landlord Agent did not deny changing the locks, testifying that at the time, due to several applications ongoing before the Board seeking termination of the tenancy and the alleged water damage, they changed the locks as a precaution.

21. On cross examination, when presented with pictures allegedly taken by the Landlord Representative and Landlord Agent on January 1 and January 8, 2025, the Former Tenant testified the items shown were present in the rental unit when they took possession or were not an accurate representation of the rental unit when they vacated.
22. They then testified that the rent arrears accrued due to personal circumstance and that should I determine they owed the amount alleged owing they would require a payment plan in which they would pay \$250.00 a month until the balance was paid in full.
23. The Former Tenant's witness, Dolfagar Ashige testified that they attended the property on January 1, 2025 at 3:00 pm and help the Former Tenant remove the remainder of their property on or about 5:00 pm to 6:00 pm including a walk through of the rental unit, verifying it was empty.
24. On cross examination they testified that on December 31, 2024 they assisted the Former Tenant with moving of their personal belongings including bed, table, chairs leaving random items to be removed on January 1, 2025 consisting of two trips, one on December 31, 2024 and another on January 1, 2025. They also testified to having not seen the Former Tenants car parked in the driveway.

Analysis

25. The Former Tenant is no longer in possession of the rental unit and does not dispute that the tenancy has been terminated. The issue between the parties is when the tenancy terminated.
26. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or in accordance with the terms of an agreement to terminate the tenancy. However, the parties agree that there was an agreement between them to terminate the tenancy and that the Tenant vacated the rental unit. The disagreement arises as to whether the Tenant vacated the unit on January 1, 2025 in accordance with the terms of the agreement or later.
27. This then leaves the issue of whether or not I am satisfied on the balance of probabilities that the Former Tenant fulfilled the terms of the agreement, which would result in a finding that the tenancy terminated on January 1, 2025 and the waiving of the rent arrears.
28. Having considered all the above evidence and testimony I am not satisfied that the Former Tenant did fulfill the agreement. Specifically, the email the Former Tenant sent on January 8, 2025 at 1:52 pm, as entered into evidence, clearly states that the Tenant denies moving out of the unit and acknowledges that their car is still parked at the property and threatens "serious consequences" if it is moved. This email is contradictory to the Tenant's position, and their witnesses' statement, that they vacated the unit on January 1, 2025, removing all property, including their car.
29. This is not to say there were not potentially mitigating factors, regarding the retention of the keys given the audio evidence and the changing of the locks. However, I cannot overlook that the Former Tenant offered no explanation for their car remaining on the property after January 1, 2025, and that the locks were changed after it was confirmed that the unit was not "vacant" in accordance with the terms of the agreement.

30. Given that the above noted email contradicts the Former Tenant's previous testimony about moving out and considering the fact that the removal of the car was a condition of the agreement, and the Former Tenant clearly did not remove it from the property, I cannot accept that they fulfilled all the necessary terms to entitle them to the waiving of the rent. I do not find that the agreement was complied with, therefore the rent arrears remain owing.
31. I find that as it was uncontested that the Tenant was still in possession of the keys to the rental unit and still had access to the unit until the Landlord Agent's, by their own admission, changed the locks to the unit, and that the Tenant was still using the unit for parking purposes until that time, I am satisfied that the tenancy did not terminate until January 8, 2025 and that Tenant's obligation to pay rent continued to that date.
32. Based on the above determination, and the fact the Former Tenant did not deny failing to pay the rent after October 31, 2024, I am satisfied the potential rent arrears and daily compensation owing from October 31, 2024 to January 8, 2025 are \$6,030.88.
33. Accordingly for this reason I am satisfied on the balance of probabilities that the Former Tenant owes \$6,030.88 in rent arrears and costs up to January 8, 2025.
34. That said, given the Former Tenant's limited means, I am satisfied that payment plan as requested is also warranted and will not overtly prejudice the Landlord.

Rent Deposit

14. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$6,030.88, which represents rent and compensation owing up to January 8, 2025.
2. The Former Tenant also owes the \$186.00 filing fee.
3. The total amount the Former Tenant owes the Landlord is \$6,216.88*. See Schedule 1 for the calculation of the amount owing.
4. The Former Tenant shall pay the total amount owing in paragraph 1 to the Landlord in \$250.00 installments commencing April 1, 2026 and continuing until February 1, 2029 with a final payment of \$131.88 on or before March 1, 2029.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before March 1, 2029, the Former Tenant will start to owe interest. This will be simple interest calculated from March 2, 2029 at 4.00% annually on the balance outstanding.

March 9, 2026
Date Issued

Kelly Delaney
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 February 8, 2025	\$6,030.88
Filing fee	\$186.00
Total amount owing to the Landlord	\$6,216.88