



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-093520-25-AM

In the matter of: 411, 200 GATEWAY BLVD
TORONTO ON M3C1B5

Between: NOVI PROPERTIES Landlord

And

IMRAN NASERY Tenant

NOVI PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict IMRAN NASERY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's agent Elvis Priffti, and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the order issued on January 30, 2026.

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 submitted the N9 notice they received from the Tenant. The N9 notice is dated November 4, 2025, and provides a termination date of December 1, 2025. The Landlord's agent submitted that the Tenant's notice is not lawful as the Tenant did not provide 60 days notice.
4. The Tenant testified that he vacated the rental unit on November 30, 2025. The Tenant testified the Property Manager (PM) attended the unit on November 30, 2025, to conduct move-out inspection. The Tenant stated that at the time of the inspection, the unit was completely empty of all his possessions, and he was told by the PM that the unit was left in

satisfactory condition. The Tenant further stated that when he tried to hand the unit keys back to the PM, the PM refused to take them because the Tenant had not provided 60 days written notice. The Tenant testified because the PM would not accept the keys and he did not know what to do with them, he kept them and came back to the residential complex at the end of December and returned the keys at that time.

5. The Landlord's interpretation of required notice when a tenant has been given a notice of termination by the Landlord is incorrect. The N4 notice tells tenants that they must either pay the amount stated in the N4 by the termination date or move out by the termination date. It is therefore illogical to expect the Tenant to give 60 days notice when they are simply complying with the N4 notice. When a tenant moves out in accordance with a notice of termination served by a landlord, the tenancy is deemed terminated on the termination date in the notice though a tenant may be still owe per diem rent if they vacate after the termination date but before the hearing of the Landlord's application.
6. The Landlord's PM was not present to testify and therefore, the Tenant's testimony with respect what transpired when they vacated the unit and tried to return the unit keys was uncontested. I found the Tenant was a credible witness, and I have no reason to disbelieve him.
7. Therefore, I find that the Tenant vacated the rental unit on November 30, 2025, and rent arrears are calculated up to that date.
8. The lawful rent is \$2,267.36. It was due on the 1st day of each month.
9. The Landlord was approved for an above guideline rent increase (AGI) pursuant to Board order LTB-L-081130-22. I have reviewed the details of the AGI as well as the Landlord's detailed ledger and have determined the correct rent arrears owing to ~~November 30~~ **October 31**, 2025, are ~~\$4,305.60~~ **\$2,114.40**.
10. **Based on the Tenant's unchallenged testimony at the hearing, I also find that the Tenant made a payment of \$2,191.44 towards the rent for November 2025, leaving an arrears of \$75.92 for the month of November 2025.**
11. **Therefore, the total rent arrears owing to November 30, 2025, are \$2,190.32 calculated as follows: Arrears to October 31, 2025, \$2,114.40 + arrears for November 2025, \$75.92 = \$2,190.32.**
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,212.65 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.
14. Interest on the rent deposit, in the amount of \$50.62 is owing to the Tenant for the period from January 1, 2025, to November 30, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord ~~\$2,228.33~~ **\$113.05**. 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 ~~February 10, 2026~~ **March 24, 2026**, the Tenant will start to owe interest. This will be simple interest calculated from ~~February 11, 2026~~ **March 25, 2026**, at 4.00% annually on the balance outstanding.

January 30, 2026

Date Issued

Melissa Anjema

Member, Landlord and Tenant Board

March 13, 2026

Date Amended

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	\$4,305.60 \$2,190.32
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,212.65
Less the amount of the interest on the last month's rent deposit	- \$50.62
Total amount owing to the Landlord	\$2,228.33 \$113.05