



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

File Number: LTB-L-000860-26

In the matter of: 825, 8188 YONGE ST
THORNHILL ON L4J0M2

Between: YIELD BOX INC. Landlord

And

TAHA SHAIKH Tenant

YIELD BOX INC. (the 'Landlord') applied for an order to terminate the tenancy and evict TAHA SHAIKH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue –Did the Tenant vacate the rental unit prior to the termination date in notice?

1. The Tenant stated that he left for a trip overseas at the beginning of December 2025 and has remained there. He also stated that he received the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) in December 2025, spoke with a lawyer and left the unit on December 28, 2025 which was before the termination date in the N4 Notice being December 31, 2025. He further stated that he spoke with the Landlord over the phone in December about the rent arrears and notice and advised her that he would be leaving. The Tenant also stated that his brother moved out his belongings and left the keys in the unit.
2. The Landlord stated that they did have a call in December after she served the N4 Notice and the Tenant mentioned he would be talking to a lawyer, but did not tell her he was leaving or that he had left the keys in the unit. She also stated that she sent the Tenant messages over WhatsApp on January 15, 2026, January 20, 2026 and February 1, 2026 asking for updates and payment of the rent and received no response. However, she further stated that she is copied on emails from the Condominium Management when they require access to the unit, and about a week ago they did advise her that the unit seemed vacant.

3. Section 37(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the termination date set out in the notice.

4. Although, the Tenant asserts that he vacated the rental unit prior to the termination date in the N4 Notice and asks that the tenancy be terminated in accordance with subsection 37(2) of the Act, the Tenant has failed to substantiate this assertion or that he returned vacant possession of the unit to the Landlord. The Tenant simply relied on the fact that he has not been occupying the unit as he is out of the country.
5. The leading case on the meaning of whether a tenant is "in possession" of a rental unit is the Court of Appeal's decision in *1162994 Ontario Inc. v. Bakker*, [2004 CanLII 59995 \(ON CA\)](#). In *Bakker*, the Court held that possession of a rental unit refers to some form of control over that unit as demonstrated by such factors such as access to, use of, or occupation of the unit.
6. In this case, the Tenant has been out of the country since the beginning of December 2025, and simply asserts he vacated the rental unit on December 28, 2025 pursuant to the N4 Notice. In support of this, he stated that he notified the Landlord over a phone call or a series of phone calls. The Landlord denied that the Tenant told her that he had vacated the unit at the end of December and there was no dispute that the Tenant did not return the keys to the Landlord. The Landlord's evidence was that they spoke over the phone after the N4 Notice was issued to discuss the arrears and he advised that he is speaking with a lawyer.
7. Given the timing of the phone call between the parties, which was most likely after the Tenant received the N4 Notice, I find it more likely than not the Tenant was still weighing his options. If the Tenant were speaking to a lawyer and chose to vacate at the time, I find it unlikely that this decision would not be confirmed in writing to the Landlord, especially given that this could have been easily done via WhatsApp messaging, text and/or email.
8. The evidence before me was insufficient to find that the Tenant notified the Landlord that he vacated the rental unit on December 28, 2025 or before the termination date in the N4 Notice. The Tenant maintained that he did so over a variety of phone calls, yet he never responded to the Landlord's WhatsApp messages in January and February 2026. To this the Tenant responded that since he is overseas he was not always receiving messages on his Canadian numbers until just recently when they were forwarded to his local number. Yet, there was no dispute that the Tenant could have emailed the Landlord but never did.
9. Additionally, the Tenant stated that his brother move out his belongings and left the keys in the unit. Again, there was no evidence before me that this was communicated to the Landlord. The Tenant submitted that the Condominium Management would have been aware of his brother moving out his belongings as the Tenant booked an elevator. The Tenant also suggested that the Condominium Management work for the Landlord as the Landlord had referred to them in the past as "her associates."

10. By failing to return the keys to the Landlord or confirming that the Landlord was notified of where to collect the keys, I find that the Tenant remained in care and control of the rental unit, thus in accordance with Bakker, the Tenant remained in possession of the rental unit.
11. The Landlord only owns this one condominium unit in the residential complex, I find it unreasonable for the Tenant to rely on communications to the Condominium Management as communications directly to the Landlord. There was no reason the Tenant could not have communicated his move out directly to the Landlord.
12. Therefore, I find that the Tenant was in possession of the rental unit on the date the application was filed
13. the Landlord confirmed that she received an email from the Condominium Management about a week ago after they entered the unit advising her that the unit appeared to be vacant. I was satisfied that the Landlord ought to have confirmed this by inspecting the unit herself. Therefore, I find that the Landlord was aware as of March 4, 2026 that the Tenant had vacated the unit.
14. Since, the rental unit was found vacant on March 4, 2026, the rent arrears owing are calculated only up to this date.
15. The lawful rent is \$2,600.00. It was due on the 1st day of each month.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to March 4, 2026 are \$8,141.92.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$2,600.00 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.
20. Interest on the rent deposit, in the amount of \$20.19 is owing to the Tenant for the period from October 21, 2025 to March 4, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 4, 2026, the date the unit was discovered vacant.
2. The Tenant shall pay to the Landlord \$5,707.73. 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 20, 2026

Date Issued

Lisa Del Vecchio

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	\$8,141.92
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$20.19
Total amount owing to the Landlord	\$5,707.73