



Order under Section 69 Residential Tenancies Act, 2006

Citation: Del Condominium Rentals Inc. v Abdullahi, 2026 ONLTB 23046

Date: 2026-03-19

File Number: LTB-L-106078-25

In the matter of: 802, 120 HOMEWOOD AVE
TORONTO ON M4Y2J3

Between: Del Condominium Rentals Inc.

Landlord

And

Ibriham Abdullahi

Tenant

Del Condominium Rentals Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ibriham Abdullahi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026.

The Landlord's representative Sabah Fatima 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 Tenant vacated the rental unit on January 14, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,408.75. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The only issue in dispute was the date the tenancy terminated. The Tenant said they vacated on or about October 31, 2025, the Landlord said they discovered the rental unit was vacant on January 9, 2026, with keys returned to the Landlord on January 14, 2026.

7. This is a month to month tenancy as the fix term of the initial lease ended on June 30, 2025.
8. The Tenant evidenced WhatsApp messages as contained in DOC-7006419 in which he asks his real estate agent as to how to terminate the tenancy, guidance was provided that he must provide 60 days notice directly to the Landlord.
9. It is not disputed that the Tenant did not provide written notice to the Landlord, he said he assumed the agent would do so on his behalf and vacated without notice. That he cancelled his utility bill on or about October 27, 2025 and had the rental unit professionally cleaned.
10. The Landlord's representative submitted that while they sent the Tenant an email on November 11, 2025 seeking the payment of rent for November and followed up with the service of an N4 notice delivered to the rental unit on November 15, 2026, there was no response from the Tenant.
11. The Landlord once more sent another email to the Tenant seeking the payment of rent on November 26, 2025 without a further reply. The first time the Tenant responded to the Landlord's email was on January 9, 2026 in response to the Landlord's reach out concerning the upcoming LTB hearing in which he advised that he had "*vacated unit 802 at the end of October 2025.*"
12. The Landlord responded to the Tenant on January 14, 2026, stating that they have not received any correspondence of this intent to vacate the rental unit prior and "if" he had moved out, to return the keys to the landlord and provided direction for the return of keys and access fob.
13. In the Tenant's email of January 14, 2026 to the legal department of the Landlord pages 8-9 of DOC-7446160, he outlines that:

"I confirm that the full set of keys and access fobs for Unit 802 were returned today, January 14, 2026, by deposit into your secure dropbox at your head office located at 4800 Dufferin Street, Entrance H. For the record, I vacated Unit 802 at the end of October 2025. Since that date, I have not occupied, accessed, or exercised possession or control over the unit in any manner. Evidence confirming my move-out and non occupancy has already been submitted to the Landlord and Tenant Board...."

14. The Landlord seeks rent arrears to January 14, 2026, when the keys to the rental unit were returned.
15. The Tenant submits that the Landlord failed to mitigate their claim by not having attended at the rental unit sometime in November 2025 and had they done so they would have found the rental unit was vacant.

Analysis

16. There was no evidence before me to establish that the Tenant gave the Landlord notice that he was terminating the tenancy before he notified them that he had already moved out on January 9, 2026.
17. In a situation as before the Board, I find subsection 88(1) 2 applies; where it is outlined:

If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be. [2006, c. 17, s. 88 \(1\)](#).
18. Here, while the Landlord issued the Tenant a N4 notice, the notice was issued only after the Tenant had submitted that he had vacated the rental unit sometime at the end of October 2025. Therefore, it can not be said that the Tenant vacated the rental unit pursuant to the service of the N4 notice.
19. I find that the Landlord became aware of the Tenant having vacated the rental unit on January 9, 2026, Tenant then returned the keys and fob on January 14, 2026 to the Landlord's dropbox.
20. Therefore, pursuant to subsection 88(1) 2 I find that the Tenant is responsible for rent up to January 9, 2026.
21. The rent arrears owing to January 9, 2026 are \$5,530.21.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$2,408.75 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.
24. Interest on the rent deposit, in the amount of \$26.75 is owing to the Tenant for the period from July 1, 2025 to January 9, 2026.
25. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 9, 2026, the date the Landlord discovered the Tenant had vacated the rental unit.
2. The Tenant shall pay to the Landlord \$3,280.71. This amount includes rent arrears owing up to January 9, 2026 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 31, 2026 at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Alicia Johnson
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 January 9, 2026	\$5,530.21
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,408.75
Less the amount of the interest on the last month's rent deposit	- \$26.75
Total amount owing to the Landlord	\$3,280.71