



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

**Citation:** MEDALLION CORPORATION v OSAGIE, 2026 ONLTB 23609

**Date:** 2026-03-23

**File Number:** LTB-L-109331-25

**In the matter of:** 2305, 2 VENA WAY  
NORTH YORK ON M9M0G5

**Between:** MEDALLION CORPORATION Landlord

**And**

JESSICA OSAGIE Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict JESSICA OSAGIE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

The Landlord's legal representative, M. Jelic, 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. At the hearing, the Landlord was seeking rent arrears to March 31, 2026.
3. After the Tenant checked in late to the hearing, she informed the Landlord that she had vacated the rental unit on October 31, 2025, and she had intended her last month's rent deposit to apply to the rent for October 2025.
4. The Tenant said that she had not been living in the unit for a number of months prior to October 2025. She said that she informed the Landlord that she was moving by October 31, 2025. She said that her cousin oversaw the moving out of all the Tenant's furniture, and it was also her cousin who returned the keys to the Landlord. The Tenant said that she had photos of the moving out and also of her cousin returning the keys, but she did not disclose any of this evidence prior to the Landlord or to the Board. Therefore, I determined

that her photographic evidence could not be considered. The Tenant did not bring her cousin to the hearing to testify about the moving out or returning the keys.

5. The Landlord brought a witness, the property manager of the building, A. Bellissimo (AB), to testify about whether the Landlord had been informed about the Tenant moving out.
6. AB said that the Landlord had no knowledge of the Tenant moving out in October 2025, nor had the Landlord ever received the keys. AB said that a few days prior to the hearing he had inspected the unit, and it appeared as though most of the Tenant's belongings and furniture had been removed from the rental unit.
7. I find that AB's testimony was credible, since the Landlord would not have issued an N4 notice of termination in November 2025 if they had known the Tenant moved out. Nor, I find, would the Landlord have left the Tenant's unit empty for five months, with no attempt to re-rent it for that length of time if they had, in fact, been aware that the Tenant moved out.
8. I find, on a balance of probabilities, that the Landlord was never informed that the Tenant had moved out, and they never received the keys back from the Tenant.
9. The Landlord was nevertheless willing to waive most of the arrears that had accrued up to March 2026. The Landlord's legal representative said that the Tenant could have informed the Landlord about moving out on the last day she paid rent, in September 2025. This meant that on that date in September 2025, she could have provided valid 60 days notice for a move out on November 30, 2025, pursuant to subsection 44(2), and the Landlord would be entitled to rent to that date pursuant to subsection 88(1)1 of the *Residential Tenancies Act, 2006* (the 'Act').
10. I find that it is not unfair to determine that the Tenant is liable to pay the Landlord for the rent to November 30, 2025.
11. The lawful rent is \$2,115.00. It was due on the 1st day of each month.
12. The Tenant did not make any rent payment after September 2025.
13. The rent arrears owing to November 30, 2025 are \$3,514.75.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,115.00 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.
16. Interest on the rent deposit, in the amount of \$39.84 is owing to the Tenant for the period from March 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 valid date for which the Tenant could have provided valid notice to the Landlord that she intended to vacate.
2. The Tenant shall pay to the Landlord \$1,545.91. This amount includes rent arrears owing up to the date the Tenant was deemed to have 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 April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

**March 23, 2026**  
**Date Issued**

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Nancy Morris  
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                                             | \$3,514.75        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$2,115.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$39.84         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$1,545.91</b> |