



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ashby Apartments v Hotak, 2026, ONLTB 23572

Date: 2026-03-20

File Number: LTB-L-002009-26

In the matter of: 203, 1749 VICTORIA PARK AVE
SCARBOROUGH ON M1R1S2

Between: Ashby Apartments Landlord

And

Mina Hotak Tenants
Barak Hotak

Ashby Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Mina Hotak and Barak Hotak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 16, 2026.

The Landlord's Paralegal, Elaine Page and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord was claiming arrears to the end of March 2026 and alleging that the Tenants failed to provide proper notice to terminate under the Act because the Tenants were in a one-year fixed lease and as such could not give notice for a period that ended before the end of the one-year lease.
4. The Tenants claim that they do not owe the Landlord anything and paid all their rent owing to the time they vacated, and they made the Landlord aware that they were leaving at the end of February 2026.

5. The ability of a landlord to claim arrears because they were not provided with adequate notice of termination is provided for under section 88(1) of the *Residential Tenancies Act*, 2006 (the 'Act'). However, section 88(1) only applies where the landlord has not given notice to terminate the tenancy.
6. The LTB's Interpretation Guideline 11: Rent Arrears provides where a tenant moves out of the rental unit after the L1 Application was filed, but before the hearing date, the LTB normally determines the tenancy ended on the date the tenant moved out and requires the tenant to pay rent arrears ending on the date the tenancy ended.
7. Further, section 134(1.1) of the Act provides:

134 (1.1) No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of, (a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or (b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit.

8. In the above circumstances, where the tenant vacated the rental unit after the delivery of an N4 notice and a before the hearing for the L1 Application based on that N4 Notice, I find the tenancy terminated on February 28, 2026 and do not find section 88(1) of the Act is applicable. Rent arrears are calculated up to the date the Tenants vacated the unit.
9. It was undisputed that the Tenants vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit.
10. The lawful rent is \$2,600.00. It was due on the 1st day of each month.
11. The Tenants have paid \$5,254.00 to the Landlord since the application was filed.
12. The rent arrears owing to February 28, 2026, are \$2,546.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Tenants position was that they did not owe the Landlord any additional money, including the Landlord's filing fee.
15. The Landlord's Representative submitted that when the application was filed, the Tenant's were in arrears and therefore should reimburse the Landlord for the filing fee.
16. Regarding the Tenant's request the Board waive the Landlord's filing fee I am denying the Tenant's request for the following reasons.
17. The Board charges Landlords and Tenants a filing fee when an application is filed with the Board.
18. This fee is a discretionary decision to be granted to a successful application under the Board's Rules of Procedures section 23 Costs that states:

Ordering the Application Fee as Costs

23.1 If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

19. If the Tenants were not in arrears, the Landlord would not have had to file the application. The Tenants was given multiple opportunities to reach out to the Landlord and were provided not only the N4 notice of termination but also multiple opportunities when payments were made to the Landlord to resolve this situation prior to the Landlord filing the application.
20. Ultimately, it is the responsibility of the Tenants to pay the lawful rent each month to the Landlord in full and on time. If this does not happen, the Landlord may enforce their legal rights by way of filing an application, which is what they did in this case. Therefore, the Tenants shall pay the application fee to the Landlord.
21. The Landlord collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
22. Interest on the rent deposit, in the amount of \$49.96 is owing to the Tenants for the period from April 1, 2025, to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of February 28, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$82.04. This amount includes rent arrears owing up to the date the Tenants 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants 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

Nicole Pedron
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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$7,800.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,254.00
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	- \$49.96
Total amount owing to the Landlord	\$82.04