



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

File Number: LTB-L-109397-25

In the matter of: 2006, 15 VENA WAY
NORTH YORK ON M9M0G8

Between: Medallion Corporation Landlord

And

Wasim Ghaleb Tenant
Waleed Bakarman

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Wasim Ghaleb and Waleed Bakarman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord's Representative, Marija Jelic, and the Tenant, Wasim Ghaleb, 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 February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The parties disputed the date that the tenancy terminated. The Landlord submits that no proper notice was given by the Tenant to terminate the tenancy and therefore rent ought to continue to be payable.
5. What the Landlord is essentially asking is that the result that flows from s. 88 of the Act be extended to this situation. Section 88 says that where a tenant vacates without giving a valid notice of termination, the tenant's liability for the rent ends on the earliest date the

tenant could have given valid notice for, or when a new tenant moves in, subject to the landlord's duty to mitigate.

6. The problem with that submission is that the wording of section 88 explicitly indicates the Legislature did not intend for it to apply in the situation where a landlord serves notice to terminate. Clearly if the intention of the Legislature was that the same result would flow where the landlord serves a notice to terminate but the tenant vacates after the date of termination, it would not have included the limiting language of "the landlord has not given notice to terminate the tenancy". Section 88 does not assist the Landlord: while the Landlord may be correct that the Tenant never served a valid notice to terminate the tenancy, the Landlord did: that is the function of an N4 Notice.
7. As indicated in the Board's *Interpretation Guideline 11: Rent Arrears*, it is the Board's standard practice in such circumstances to award arrears of rent and daily compensation up to the date the tenant returns vacant possession to the landlord, less the last month's rent deposit and any interest owing on the deposit. I see no reason to depart from this standard practice, given that it is not meaningfully disputed that the Tenant returned the keys to the Landlord on February 28, 2026.
8. The lawful rent is \$2,075.00. It was due on the 1st day of each month.
9. The Tenant has paid \$4,150.00 to the Landlord since the application was filed.
10. The rent arrears owing to February 28, 2026, are \$2,075.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,170.52 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.
13. Interest on the rent deposit, in the amount of \$30.35, is owing to the Tenant for the period from July 1, 2025, to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$60.13. 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 April 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2026, at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Jeremy Henderson
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	\$6,225.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,150.00
Less the amount of the last month's rent deposit	- \$2,170.52
Less the amount of the interest on the last month's rent deposit	- \$30.35
Total amount owing to the Landlord	\$60.13