



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

File Number: LTB-L-082343-25

In the matter of: 3313 ELLESMERE RD
SCARBOROUGH ON M1C1H1

Between: 1001184476 Ontario Inc. Landlord

And

Kareem Jordon Tenant

1001184476 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kareem Jordon (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes. (L1 Application)
- the Tenant has been persistently late in paying the Tenant's rent. (L2 Application)
- the Landlord requires possession of the rental unit in order to demolish the unit. (L2 Application)

This application was heard by videoconference on January 21, 2026.

The Landlord's Legal Representative, Jeremy Lui and the Landlord's Property Manager, Nicole Shi attended the hearing.

The Tenant attended the hearing and spoke to Tenant Duty Counsel.

The matter was adjourned at the Tenants request as there was a dispute over the monthly rent amount, and the Tenant required additional time to gather his evidence to support his current monthly rent, and also additional time to arrange for his witnesses to attend the next hearing.

I am seized.

The matter reconvened on March 25, 2026.

Only the Landlord's Property Manager, Nicole Shi attended the hearing.

As of 9:30 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations L1 Application:

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 emailed the Landlord on February 20, 2026, that stated that he is no longer in possession of the rental unit having vacated on January 30, 2026. Therefore, I find the Tenant vacated the rental unit on January 30, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit. DOC-7485798.
4. Board Interpretation Guideline 11: Rent Arrears states:

In some cases, the evidence may establish that the tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and (2) require the tenant to pay rent arrears ending on the date the tenancy ended.

5. I find it reasonable to believe the Tenant vacated the rental unit pursuant to the N8 and N13 Notice of Terminations.
6. Section 134(1.1) of the Act states that a landlord cannot collect rent for any period after the tenancy has terminated and the tenant has vacated the rental unit. Therefore, rent arrears are calculated up to the date the Tenants vacated the unit.
7. The Landlord asserts the only Tenant of the rental unit is Kareem Jordon, and that any other individual residing at the rental unit is being done without permission of the Landlord.
8. The Landlord asserts there are still individuals residing at the rental unit; however, they are unsure of their names as the tenancy was only with Kareem Jordan. The Landlord may file an A2 application with the Board within 60 days of discovering the unauthorized occupant(s).
9. The lawful rent is \$3,500.00. It was due on the 1st day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to January 30, 2026, are \$17,452.10
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. There is no last month's rent deposit. The last month's rent deposit was applied to the lawful monthly rent for October 2025, as the required one months compensation for the service of the N13 notice.

Determinations L2 Applications:

14. The Tenant is no longer in possession of the rental unit as of January 30, 2026.
15. As the tenancy has already terminated, the Landlord's application seeking termination of the tenancy is moot and will therefore not be considered.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 30, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$17,638.10 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. 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 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.
4. The Landlord's L2 application is dismissed.

March 31, 2026
Date Issued

Trish Carson
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	\$17,452.10
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$17,638.10