



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-092412-25

In the matter of: 5, 346 TILLBURY AVE
OTTAWA ON K2A0Y2

Between: Concorde Properties Landlord

And

Dylan Mcleod Former Tenant

Concorde Properties (the 'Landlord') applied for an order requiring Dylan Mcleod (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord's Agent, Maridel Sapon, the Landlord's Legal Representative, Mahmoud Issa and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$742.21 which represents rent and compensation owing to October 9, 2025 and the cost of filing this application.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on January 12, 2026 via email.
5. The Former Tenant vacated the rental unit on October 9, 2025.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$1,739.25. It was due on the 1st day of each month.

9. Based on the Monthly rent, the daily rent/compensation is \$57.18. This amount is calculated as follows: $\$1,739.25 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The Landlord sought an order for rent arrears to October 31, 2025. The Tenant sought an order terminating the tenancy effective October 9, 2025.
12. It was undisputed that the Tenant did not pay any rent for the period of September 2025.
13. The Landlord submits that on September 3, 2025, the Tenant gave an N9 notice of termination with a termination date of October 31, 2025 and the tenancy terminated in accordance with the Tenant's N9 notice of termination.
14. The Tenant submits that he received an N4 notice of termination from the Landlord on September 25, 2025 with a termination date of October 9, 2025. On October 1, 2025, the Tenant conveyed via email that he intended to vacate in accordance with the Landlord's N4 notice of termination. The Tenant subsequently vacated the rental unit on October 9, 2025, in accordance with the N4 notice of termination and sent an email to the Landlord advising the keys had been left on the kitchen counter for the Landlord along with photos of the keys.
15. Subsection 43(2)(a) of the *Residential Tenancies Act, 2006* (the 'Act') states that if a notice of termination is given by the landlord and the tenant vacates in accordance with the notice, the tenancy terminates on the termination date set out in the notice of termination.
16. Based on the evidence before me, I was satisfied that the Tenant vacated in accordance with the Landlord's N4 notice of termination on October 9, 2025. As a result, I find that the tenancy ended on October 9, 2025 as a result of the Former Tenant moving out in accordance with a notice of termination. Therefore, the Former Tenant's obligation to pay rent ended on that date.
17. The Tenant testified that he does not believe he should owe the rent for September 2025 as the Landlord had stated they would try to find another Tenant to rent the unit for September. However, there was no evidence led that the rental unit had been re-rented or that the Landlord had agreed to waive the rent for September.
18. The Landlord's Agent, Maridel Sapon ('MS'), testified that the unit was re-rented effective December 1, 2025 and I was satisfied based on MS' testimony that the Landlord took reasonable steps to mitigate their losses. Further, as the Tenant was in possession until October 9, 2025, I find that the arrears are owing up to this date.
19. The rent arrears and daily compensation owing to October 9, 2025 are \$2,253.87.
20. 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 \$1,549.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

16. Interest on the rent deposit, in the amount of \$148.66 is owing to the Former Tenant for the period from June 1, 2021 to October 9, 2025

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$2,253.87, which represents rent and compensation owing up to October 9, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$1,697.66 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$742.21*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

April 13, 2026
Date Issued

Christopher Lin
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To October 9, 2025	\$2,253.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,549.00
Less the amount of the interest on the last month's rent deposit	- \$148.66
Total amount owing to the Landlord	\$742.21