



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ekeh v Easterbrook, 2026 ONLTB 33394

Date: 2026-04-29

File Number: LTB-L-068705-25

In the matter of: 1, 64 PINE ST S
North York ON L2V3L4

Between: Jane Ekeh Landlord

And

Jessica Easterbrook Tenant

Jane Ekeh (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Easterbrook (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 27, 2025, and February 26, 2026.

The Landlord, the Landlord's Representative, Olabanji Clement Bankole, and the Tenant attended the hearing.

Determinations:

History of Proceeding

1. The first hearing was conducted as an uncontested matter. However, after the matter concluded, it came to my attention that the Tenant had been trying to connect to the hearing but was having technical difficulties.
2. I reconvened the matter to allow the Tenant an opportunity to participate.
3. The matter was reconvened on February 26, 2026.

The Application

4. 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.
5. The Tenant was in possession of the rental unit on the date the application was filed.

6. The Tenant testified that she vacated the rental unit on October 31, 2025, and returned the keys to the tenants in unit 4 on November 1, 2025, to provide to the Landlord. The Tenant testified that the Landlord consistently had the Tenant blocked so the Tenant had to communicate through the tenants in unit 4. The Tenant testified that the tenants in unit 4 let the Landlord know on November 1, 2025, that the Tenant had moved out.
7. The Landlord testified that she did not know the Tenant had left the property but the tenants in unit 4 told the Landlord in early November 2025 that the Tenant had moved her stuff. The Landlord testified that she did not give a notice to enter to verify if the Tenant was still in possession or not but that she tried to enter in January 2026 but the door was locked.
8. Here, I am satisfied that the Tenant vacated as of November 1, 2025. The Landlord's testimony aligns with the Tenant's testimony that the Tenant asked the tenants in unit 4 to inform the Landlord that the Tenant vacated. The Landlord either knew or should have known as of November 2025 that the Tenant had vacated. The Landlord should have taken steps to verify in November 2025 whether or not the Tenant was still in possession of the rental unit once the tenants in unit 4 informed the Landlord that the Tenant had moved.
9. 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
10. Based on the evidence before me, I am satisfied the Tenant vacated the rental unit on November 1, 2025, the day the Tenant provided the keys to the tenants in unit 4. Rent arrears are calculated up to the date the Tenant vacated the unit
11. There was some evidence about unlawful increases, but the parties agreed that the lawful rent was \$1,281.25. It was due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The amount of arrears was disputed only to the extent that the Tenant disagreed with the claimed move out date and the Tenant wanted to raise issues under section 82 of the *Residential Tenancies Act*, 2006 (the 'Act') and offset any arrears with an abatement of rent.
14. Section 82(2) of the Act provides that the tenant is required to give advance notice they intend to raise issues under section 82(1) in accordance with the LTB's Rules.
15. Under the Board's Rule 19.4 a tenant who wishes to raise issues under section 82(1) is required to both provide the Board and other parties with a written description of issues they wish to raise and a copy of their evidence at least 7 days prior to the hearing. Under Rule 19.5 a party who does not comply with Rule 19.4 shall not be permitted to raise issues under section 82(1) during a hearing for a landlord's application about rent arrears unless the Board is satisfied the tenant could not comply with the requirements.
16. Here, the Tenant did not provide the Landlord nor the Board notice of their intent to raise issues under section 82(1) of the Act. The Tenant did not have an adequate explanation

for why she did not comply with the Act and the Board's Rules in properly raising her issues under section 82.

17. On that basis I ruled that the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82(1) of the Act during the hearing. This does not preclude the Tenant from filing their own application related to the issues they wished to raise.
18. Therefore, the rent arrears owing to November 1, 2025, are \$19,260.87.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$1,250.00 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.
21. Interest on the rent deposit, in the amount of \$106.93 is owing to the Tenant for the period from June 1, 2022, to November 1, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 1, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$18,089.94. 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 May 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026 at 4.00% annually on the balance outstanding.

April 29, 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 Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$19,260.87
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$106.93
Total amount owing to the Landlord	\$18,089.94