



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014734-26

In the matter of: 509, 3120 Kirwin Ave
Mississauga ON L5A3R2

Between: Helen Alegbe Landlord

And

Yosef Frij Tenants
Mohamad Freij

Helen Alegbe (the 'Landlord') applied for an order to terminate the tenancy and evict Yosef Frij and Mohamad Freij (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 28, 2026.

Only the Landlord's Agent, Waleed Elsayed, and the Landlord, Helen Alegbe, attended the hearing.

As of 10:07 a.m, the Tenants were 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:

1. Section 59(1)(b) of the *Residential Tenancies Act*, 2006 (the 'Act') provides that a notice of termination for failure to pay rent may not be effective earlier than the 14th day after the notice is given, if the tenancy is a tenancy other than a daily or weekly tenancy.
2. Here, the N4 notice of termination was given to the Tenants on February 6, 2026, and had a date of termination of February 14, 2026, that was less than 14 days. However, the Landlord's Agent indicated that the Tenants had vacated the rental unit, so the termination of the tenancy was a moot point.
3. The Tenants were in possession of the rental unit on the date the application was filed.
4. The Landlord's Agent testified that on April 6, 2026, he met with the Tenants to get the keys back, but the Tenants would not return the keys as the Landlord would not agree to reduce the arrears owing, instead, the Tenants were holding the keys as leverage. The Landlord's Agent testified that later on April 6, 2026, he received an email from the Tenants in which the Tenants indicated that they had vacated the rental unit and had secured alternate housing.

5. Based on the evidence before me, I am satisfied that the Tenants had vacated the rental unit as of April 6, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit. The Landlord's Agent made several submissions on various dates to which the Tenants should be liable for rent including both July 2026, the end of the lease, and April 30, 2026, the end of the rental period.
6. To the Landlord's Agent's first position about the Tenants being liable for rent to July 2026, 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 Act. However, section 88(1) only applies where the landlord has not given notice to terminate the tenancy.
7. 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.
8. 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.

9. In the above circumstances, where the tenant vacated the rental unit after the delivery of an N4 notice, whether it was valid or not, and a before the hearing for the L1 Application based on that N4 Notice, I find the tenancy terminated on April 6, 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.
10. As to arrears being calculated to April 30, 2026, the Landlord's Agent testified that the Landlord had not taken possession of the rental unit back. However, the Landlord has known since April 6, 2026, that the Tenants have vacated. The Landlord has taken no steps to verify this information. The Landlord has not served a notice of entry to inspect the unit to verify that the Tenants have vacated and when I inquired why not neither the Landlord nor the Landlord's Agent had a reasonable explanation for the inaction. The Landlord is not entitled to benefit from their own inaction when they have known or should have known that the Tenants have vacated the rental unit and the Landlord has not taken any reasonable steps to minimize their own losses as required by section 16 of the Act.
11. The lawful rent is \$2,650.00. It was due on the 1st day of each month.
12. The Tenants have not made any payments since the application was filed.
13. The rent arrears owing to April 6, 2026, are \$5,822.72.
14. 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 \$2,560.00 from the Tenants. The Landlord's Agent testified that the deposit was applied to the rent owing for January 2026 as this was supposed to be the last month of the tenancy and the Tenants were supposed to move out in January 2026.
16. I am not persuaded by this argument. The Landlord's Agent did not provide any agreements to terminate or any supporting documentation that there was an agreement to terminate the tenancy in January 2026. The Landlord's Agent's testimony regarding this was vague, there was no date of termination for January 2026; no date when the parties decided to terminate prior to January 2026; whereas when he provided testimony regarding the Tenants vacating, he was specific including dates and quoting an email. As such, I am not persuaded this is what happened with the rent deposit in January 2026.
17. Section 106(10) provides that the landlord shall apply a rent deposit to the last period before a tenancy terminates. Therefore, I find that the deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$41.24, is owing to the Tenants for the period from July 1, 2025, to April 6, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of April 6, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,407.48. 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 are 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 May 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 17, 2026, at 4.00% annually on the balance outstanding.

May 5, 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	\$5,822.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,560.00
Less the amount of the interest on the last month's rent deposit	- \$41.24
Total amount owing to the Landlord	\$3,407.48