



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC . v ELSHAREIF, 2026 ONLTB 39222

Date: 2026-05-20

File Number: LTB-L-016945-26

In the matter of: 404, 848 BLYTHWOOD RD
LONDON ON N6H0K8

Between: DREWLO HOLDINGS INC . Landlord

And

NABEEL ELSHAREIF Tenant

DREWLO HOLDINGS INC . (the 'Landlord') applied for an order requiring NABEEL ELSHAREIF (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on May 13, 2026.

The Landlord's legal representative Anna Glen and the Tenant attended the hearing.

Determinations:

1. The Tenant vacated the rental unit on February 28, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant did not pay the total rent they were required to pay for the period from January 1, 2026 to March 31, 2026.
3. The lawful rent is \$1,544.26. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The Tenant submits that while being aware that the N9 notice (pages 5-7 of DOC-7908493) as provided to the Landlord on or about January 26, 2026 with a termination of tenancy on February 28, 2026 was a "short notice," this was done because he received a job offer in Toronto and had to move out. That he was aware that the Landlord has in some circumstances agreed to earlier terminations of tenancies without a financial penalty.
6. The Landlord's representative submitted that in this instance, the Landlord agreed to accept the Tenant's notice, however with the lawful 60 days notice and therefore is claiming rent arrears to March 31, 2026.

7. The rental unit was advertised and re-rented on May 1, 2026.
8. Section 88 of the Act outlines that if a tenant vacates a rental unit without giving notice of termination in accordance with the Act and no agreement to terminate has been made, that a determination with respect to the amount of arrears of rent owing by the tenant are made in accordance with the following rules:
9. Subsection 88(1) 1. outlines that if a tenant vacated the rental unit after giving notice that was not in accordance with the Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice, had the notice been given in accordance with the Act.
10. In this case, only a termination of the tenancy in accordance with s. 47 of the Act would apply, which states that a tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term. Section 44(2) of the Act states that to terminate a monthly tenancy, at least 60 days notice shall be given before the date the termination is specified to be effective and that date shall be on the last day of a rental period.
11. Pursuant to subsection 44(5) *Period of notice, February notices*, a tenant who gives notice under subsection (2), (3) or (4) which specifies that the termination is to be effective on the last day of February or the last day of March in any year shall be deemed to have given at least 60 days notice of termination if the notice is given not later than January 1 of that year in respect of a termination which is to be effective on the last day of February, or February 1 of that year in respect of a termination which is to be effective on the last day of March.
12. As such, in order for the Former Tenant's notice to have been valid, it would have to have been provided to the Landlord on January 1, 2026.
13. As the tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy the Former Tenant's obligation to pay rent ended on March 31, 2026.
14. The rent arrears and daily compensation owing to March 31, 2026 are \$3,239.16.
15. The Landlord collected a rent deposit of \$1,534.74 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 is terminated.
16. Interest on the rent deposit, in the amount of \$16.07 is owing to the Tenant for the period from October 1, 2025 to March 31, 2026.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,874.35. This amount includes rent arrears owing up to March 31, 2026 and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Alicia Johnson
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.