



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

File Number: LTB-L-018627-26

In the matter of: 1301, 561 SHERBOURNE ST
TORONTO ON M4X0A1

Between: Medallion Corporation Landlord

And

Gudrat Orujov Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Gudrat Orujov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 7, 2026. The Landlord's legal representative Samuel Koramn and the Tenant attended the hearing. Candace Morris appeared as witness for the Landlord.

Determinations:

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. As explained below, I find that the Tenant vacated the rental unit on May 4, 2026. Rent arrears are therefore calculated up to this date.
4. The lawful rent is \$2,000.00. It was due on the 1st day of each month.
5. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 4, 2026 are \$2,263.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 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.

9. Interest on the rent deposit is owing to the Tenant in the amount of \$24.46 for the period of May 1, 2025 to May 7, 2026.
10. The sole dispute at the hearing is with respect to the date that the tenancy terminated. The Landlord asserts that the tenancy terminated on May 4, 2026, while the Tenant takes the position that the tenancy terminated on May 1, 2026.
11. As explained below, I find that the tenancy terminated on May 4, 2026.
12. The parties agree that the Tenant served the Landlord with an N9 notice of termination effective April 30, 2026. The parties also agree that the Tenant did not return the keys to the rental unit to the Landlord's staff until May 4, 2026.
13. The Tenant stated that he physically vacated the rental unit and moved all of his belongings out of the unit during the evening of May 1, 2026. The Tenant agreed that he did not return the keys to the Landlord until May 4, 2026 as the office was closed for the weekend and for the dates of May 2 & 3, 2026.
14. The Tenant provided no evidence to suggest that he informed the Landlord that he had physically vacated the unit on May 1, 2026 and would not be returning to the unit.
15. The Landlord's property manager Candace Morris testified that the residential complex has a rental office and that there is a mail slot located at this office. The Landlord's witness stated that despite the office being closed on May 2 & 3, 2026, that the Tenant still had the ability to deliver the keys to the Landlord through the mailbox slot, but did not do so until May 4, 2026.
16. Based on the evidence and submissions before the Board, I find that the tenancy terminated on May 4, 2026.
17. In *1162994 Ontario Inc. v. Bakker, 2004 CanLII 59995 (ON CA)*, the Ontario Court of Appeal determined that "possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the unit."
18. The evidence before the Board confirms that the Tenant had access to the unit until May 4, 2026. Although the Tenant gave the Landlord a notice to terminate the tenancy effective April 30, 2026, the Tenant's own testimony confirms that the Tenant did not fully vacate on this date and therefore the Tenant was overholding on their notice of termination and it was reasonable for the Landlord to assume that the Tenant still retained possession of the rental unit until the keys were returned.
19. I further note that the Tenant's own testimony confirms that he did not advise the Landlord that he had vacated the rental unit on May 1, 2026 prior to returning the keys to the unit on May 4, 2026 and as such, the Tenant had full access and control of the unit until May 4, 2026.
20. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 4, 2026, the date the tenancy terminated.
2. The Tenant shall pay to the Landlord \$424.54. 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 June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Fabio Quattrocioni
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	\$6,263.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less interest owing on the rent deposit.	-\$24.46
Total amount owing to the Landlord	\$424.54