



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021915-26

In the matter of: Suite 233, 105 THE POND RD
NORTH YORK ON M3J0K9

Between: FCS Development Landlord

And

David Usifoh Tenant

FCS Development (the 'Landlord') applied for an order to terminate the tenancy and evict David Usifoh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord's Representative, Sara Murtadha and the Tenant and the Tenant's Support Person, Shanice Howard attended the hearing.

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. The lawful rent is \$1,740.00. It was due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to May 19, 2026, are \$9,786.99.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,740.00 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.

8. Interest on the rent deposit, in the amount of \$72.23 is owing to the Tenant for the period from August 6, 2024, to May 19, 2026.
9. The Tenant, David Usifoh testified that he did not believe that he should be required to pay the amount of arrears being claimed by the Landlord because he fell ill sometime in February 2026, and he has been in the hospital since that time. The Tenant does not dispute that he has not paid the rent claimed in the application, but he does not feel as though it is fair for him to have to pay this amount because he was unable to occupy the unit.
10. The Tenant's Witness, Maris Usifoh (M.U.) testified that the Tenant is her son. M.U. testified that her son has been hospitalized since February 2026, and that he has not been living in the rental unit. M.U. also testified that she believed that the Landlord consented to terminating the tenancy back in March or April 2026, but she did not upload any documents to support this claim.
11. M.U. testified that sometime around March 23, 2026, the Tenant's father attended the unit and removed the Tenant's personal belongings and content from the unit.
12. M.U. testified that the keys to the unit were not returned because the Tenant lost the keys, but the Landlord was aware that the Tenant lost their unit keys.
13. On cross-examination, M.U. confirmed that she had asked the Landlord's assistance in finding someone for an assignment of the unit. She had done this because the Landlord told her that the Tenant would be responsible for finding someone to take over his lease.
14. M.U. testified that she notified the Landlord of having removed the Tenant's belongings on the same day in March 2026. No evidence was uploaded to support this testimony.
15. M.U. also agreed that sometime in April 2026, she was informed that the Landlord was not agreeable to terminating the tenancy because it was a fixed term lease and that the Tenant would be responsible for finding a suitable individual to assign the remainder of the tenancy.
16. The Tenant's Witness, David Usifoh Sr. (D.U.S.), testified that the Tenant is his son and that he attended the rental unit on or about March 23, 2026, and removed all the Tenant's personal belongings from the unit. This was done because the Tenant was in the hospital and wanted to terminate his residential tenancy. D.U.S. also testified that his son was still currently in the hospital and has not resided in the unit since February 2026.
17. The Tenant sought a reduction in the rent based on his personal circumstances and termination of the tenancy. The Landlord was not opposed to a termination date of May 19, 2026.

18. Based on the evidence, I am not satisfied that the Landlord and the Tenant agreed to terminate the tenancy prior to the date of this hearing. I do not have sufficient evidence to make a finding that the Landlord consented to terminate the tenancy in February, or March 2026, nor do I have sufficient evidence to support that the parties entered into an agreement to terminate the tenancy. The Landlord's Representative disputed the Landlord consenting to terminate the tenancy.
19. Despite the Tenant's unfortunate circumstances, this does not provide grounds for the Tenant to be permitted to terminate a tenancy without proper notice. Nor do the circumstances allow for the Tenant to simply not pay rent because they are unable to occupy the unit due to their own personal reasons and circumstances that have nothing to do with the Landlord, or actions of the Landlord. Therefore, I find that the tenancy was terminated on consent of both parties on May 19, 2026. The Tenant is no longer in possession of the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 19, 2026.
2. The Tenant shall pay to the Landlord \$8,160.76. This amount includes rent arrears owing up to the date of termination 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Ilan Shingait
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	\$9,786.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,740.00
Less the amount of the interest on the last month's rent deposit	- \$72.23
Total amount owing to the Landlord	\$8,160.76