



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101413-25

In the matter of: 1205, 86 CEDAR ST S
KITCHENER ON N2G3L8

Between: D.D. Acquisition Partnership Landlord

And

Neeru Panchal Tenants
Shanu Khan

D.D. Acquisition Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Neeru Panchal and Shanu Khan (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 10, 2026.

The Landlord's legal representative, Preston Haynes and the Tenants attended the hearing.

Determinations:

Preliminary Issue-Fixed Term/Arrears sought

1. At the hearing, the Landlord's legal representative submitted that the Tenants were subject to a fixed-term tenancy ending February 28, 2026, and therefore remain responsible for rent to the end of the fixed term.
2. The parties agreed that the Tenants vacated the rental unit on December 7, 2025, and returned the keys to the Landlord on that same date. The Landlord confirmed receipt of the keys on the following day.
3. The Landlord's legal representative further submitted that, although the Landlord acknowledged receipt of the keys, the Tenants were advised that they remained bound by the fixed-term tenancy and responsible for rent until the end of the term.
4. Subsection 88(1) of the *Residential Tenancies Act, 2006* (the "Act") states:

If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has

not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.
 2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be.
5. In this case the Landlord served a N4 Notice on November 6, 2025, and therefore pursuant to subsection 134(1.1) of the Act, is not entitled to rent beyond December 7, 2025.
 6. Subsection 134(1.1) of the Act states:

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.

N4 Notice of termination

7. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
8. The Tenants were in possession of the rental unit on the date the application was filed.
9. The Tenants vacated the rental unit on December 7, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit
10. The lawful rent is \$1,649.00. It was due on the 1st day of each month.
11. The Tenants have not made any payments since the application was filed.
12. The rent arrears owing to December 7, 2025 are \$2,028.47.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$1,649.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
15. Interest on the rent deposit, in the amount of \$35.01 is owing to the Tenants for the period from February 1, 2025 to December 7, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of December 7, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$530.46. 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 is 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 February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Christina Philp
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	\$2,028.47
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,649.00
Less the amount of the interest on the last month's rent deposit	- \$35.01
Total amount owing to the Landlord	\$530.46