



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

File Number: LTB-L-022914-26

In the matter of: 306, 118 BALLIOL ST
TORONTO ON M4S0A9

Between: SHIPLAKE PROPERTIES LTD. Landlord

And

JAKUB FILIP BRYZGALSKI Tenant
JESSICA SUSAN ANECIA GEORGE

Shiplake Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jakub Filip Bryzgalski and Jessica Susan Anecia George (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on June 2, 2026.

The Landlord's Representative, Reshma Nair and the Tenant, Jakub Filip Bryzgalski, (J.B) attended the hearing.

Determinations:

1. 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.
2. It is uncontested the Tenants were in possession of the rental unit on the date the application was filed.
3. At the hearing the Landlord's Representative stated that both Tenants have vacated the property as of April 30, 2026. Since the Tenant J.G, was not present, the Landlord's evidence regarding the date she vacated the rental unit remained unchallenged. However, J.B, stated he moved out of the unit on March 30, 2026, after he served a Tenant's Notice to End my Tenancy because of Fear of Sexual or Domestic Violence and Abuse ("N15 notice") on the Landlord. The Landlord's Representative disputed receiving an N15 notice from J.B and wished to proceed with the application against both Tenants.
4. We are not satisfied that J.B served an N15 notice on the Landlord to properly terminate his interest in the joint tenancy.

5. Under section 47.1 of the *Residential Tenancies Act*, 2006 (“the Act”) a tenant may terminate a monthly or yearly tenancy or a tenancy for a fixed term by giving notice of termination to the landlord in accordance with the section.

6. Section 47.1(2) provides:

A joint tenant who meets the requirement in clause (1) (a) or (b) may,

(a) give a notice of termination of the tenancy under subsection (1), provided the notice is given jointly with all the other joint tenants; or

(b) give a notice of termination of his or her interest in the tenancy under subsection 47.2 (1).

7. Section 47.1(3) indicates that a notice under subsection (1) **shall be given at least 28 days before the date the termination** is specified to be effective. (Emphasis added).

8. J.B did not file a copy of the N15 notice with the Board and was unable to provide a date when he served the Landlord an N15 notice or what the specific date of termination was. Therefore, we are unable to confirm whether a valid N15 notice was served in accordance with the Act and as such find J.B did not terminate his tenancy in accordance with section 47.1 of the Act. We find the joint tenancy remains and the termination date for both Tenants to be April 30, 2026, the undisputed date the rental unit was vacated by both Tenants.

9. Rent arrears are calculated up to the date the Tenants vacated the unit on April 30, 2026.

10. The lawful rent was \$2,595.00 and was due on the 1st day of each month.

11. The Tenants did not make any payments since the application was filed.

12. J.B disputed the amount of arrears owing only to the extent that J.B claimed to have vacated the rental unit on March 30, 2026. Therefore, we are satisfied that the rent arrears owing to April 30, 2026, are \$7,785.00.

13. The Landlord incurred costs of \$186.00 for filing the application.

14. At the hearing J.B requested the Board waive the Landlord’s filing fee. J.B claimed he should not be liable for the filing fee as the amount claimed by the Landlord was inaccurate as it did not account for the last month rent deposit. The Landlord’s Representative provided that the application is properly before the Board, and they are requesting the filing fee.

15. The Board charges Landlords and Tenants a filing fee when an application is filed with the Board.

16. This fee is a discretionary decision to be granted to a successful application under the Board’s Rules of Procedures section 23 Costs that states:

Ordering the Application Fee as Costs

23.1 If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

13. If the Tenants were not in arrears, the Landlord would not have to file the application. Ultimately, it is the responsibility of the Tenants to pay their rent in full and on time. If this does not happen, the Landlord may file an application for collection of the arrears, which is what they did in this case. There is no dispute that the Tenants were in arrears when the application was filed and we are satisfied that the application was accurate and properly filed. Therefore, the Tenants shall pay the application fee to the Landlord.
14. The Landlord collected a rent deposit of \$2,595.00 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 \$45.39 is owing to the Tenants for the period from July 1, 2025, to April 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of April 30, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$5,330.61. 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 June 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026, at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Melissa Bradley
Member, Landlord and Tenant Board

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	\$7,785.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,595.00
Less the amount of the interest on the last month's rent deposit	- \$45.39
Total amount owing to the Landlord	\$5,330.61