



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

File Number: LTB-L-023838-26

In the matter of: 202, 7 CROWN HILL PL
ETOBICOKE ON M8Y 4C3

Between: Angelo Scauzillo Landlord

and

Samsam Barre Tenants
Mohamed Abidnur

Angelo Scauzillo (the 'Landlord') applied for an order to terminate the tenancy and evict Samsam Barre and Mohamed Abidnur (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord and the Tenant, Samsam Barre, attended the hearing.

Determinations:

1. The L1 application lists Samsam Barre and Mohamed Abidnur as Tenants.
2. Ms. Barre testified that Mohamed Abidnur has never lived in the rental unit and should be removed from the application. Ms. Barre also indicated that she was not authorized to speak on behalf of Mohamed Abidnur. She also acknowledged that the Tenants are jointly and severally liable under the tenancy agreement.
3. The Landlord stated that he was not aware that Mohamed Abidnur never resided at the rental unit.
4. In addition, the Board's record shows that Mohamed Abidnur uploaded evidence to the Board's portal. This suggests to me that Mohamed Abidnur is aware of the hearing and has some connection to the rental unit.
5. Based on the evidence and submissions before me, I find that the tenancy agreement identifies Mr. Abidnur as a Tenant, and I also find that his interest in the joint tenancy had not terminated when the L1 application was filed on March 18, 2026, and the continues to be in possession of the rental unit. Therefore, I am satisfied that Mr. Abidnur remains

jointly and severally liable under the tenancy Agreement should remain a Respondent in this application.

Rental arrears

6. Ms. Barre further testified that she vacated the rental unit on March 28, 2026. Ms. Barre stated that an N9 notice was given to the Landlord with a termination date of March 31, 2026. The Landlord also confirmed that the termination date on the N9 notice was March 31, 2026, and that the Landlord regained possession of the rental unit on that date. Although the N9 notice was signed only by Ms. Barre, I accept the Landlord's testimony that he obtained vacant possession on March 31, 2026. Therefore, I find on a balance of probabilities that the tenancy terminated on that date.
7. The Landlord requested that rent be paid up to May 31, 2026 because the Tenants did not provide a 60-day notice prior to vacating.
8. The Tenants were not required to serve the Landlord with a notice of termination because the Tenant vacated the rental unit after the Landlord served the N4 Notice. The Board's Interpretation Guideline 11 sets out how rent arrears are normally calculated in this type of circumstance:

"Ordering arrears of rent where the tenant has vacated the rental unit

In some cases, the evidence may establish that the tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally:

(1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and

(2) require the tenant to pay rent arrears ending on the date the tenancy ended. Unlike orders for arrears and termination where the tenant is in possession of the unit on the hearing date, the order would not provide the tenant with an opportunity to continue the tenancy by paying all of the arrears by a specified date.

As there is a finding that the tenancy has ended, the tenant's rent deposit and interest owing on it will be deducted from the arrears and compensation ordered to the landlord."

9. While Interpretation Guidelines are not binding upon me, I see no reason to depart from the Board's usual practice. I informed the Landlord that as the tenancy terminated on March 31, 2026, the rent arrears would be calculated up to that date.
10. The lawful rent was \$1,479.40. 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 March 31, 2026 are \$1,344.40.

13. The Landlord collected a rent deposit of \$1,479.40 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.
14. Interest on the rent deposit, in the amount of \$7.66 is owing to the Tenants for the period from January 1, 2026 to March 31, 2026.
15. 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 tenancy between the Landlord and the Tenants is terminated as of March 31, 2026.
2. The Tenants shall pay to the Landlord \$43.34. See Schedule 1 for the calculation of the amount owing. If the Tenants does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 11, 2026
Date Issued

Adeela Alvez
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	\$1,344.40
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,479.40
Less the amount of the interest on the last month's rent deposit	- \$7.66
Total amount owing to the Landlord	\$43.34