



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

File Number: LTB-L-026498-26

In the matter of: 15, 21 DENISON ROAD EAST
TORONTO ON M9N 1B6

Between: Helina Prescod Landlords
Precious Properties Inc

and

Christy Okoigun Tenant

Helina Prescod and Precious Properties Inc (the 'Landlords') applied for an order to terminate the tenancy and evict Christy Okoigun (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord, the Tenant, and the Tenant's daughter Ose Okoigun, attended the hearing. The Tenant authorized her daughter to speak on her behalf while she remained present at the hearing.

Determinations:

Tenant's issues

1. The Tenant wanted to raise maintenance issues; however, she acknowledged that she has not properly raised her issues as required by s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant indicated that she has filed her own application which is pending scheduling by the Board.
2. The Landlord was not prepared to respond to the Tenant's issues because the Tenant did not make the Landlord aware of her intention to raise s.82 issues at least 7 days in advance of this hearing.
3. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing. Further, Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.

4. In this case, I find that the Tenant had advance notice of these hearings and several opportunities to properly raise s.82 issues, but she did not. Therefore, I did not hear any evidence or submission regarding the Tenant's s.82 issues. I informed the Tenant that her maintenance issues can be heard in her application once it is scheduled.

L1 Application

5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The Landlords 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.
7. The Tenant has already vacated the rental unit, but the parties do not agree on the date.
8. According to the Tenant, she vacated the rental unit on March 31, 2026. The Tenant testified that she placed the keys to the rental unit in an envelope and left them in the Landlord's mailbox. The Tenant referred to text messages exchanged with the Landlord dated April 1, 2026, in which she informs the Landlord that she had moved out and left the keys in the mailbox. The Landlord did not challenge the text messages. The Tenant also called Beata Hiddon as a witness who testified that she observed the Tenant packing her belongings and confirmed that she moved out the rental unit on March 31, 2026. However, Ms. Hiddon did not have any direct knowledge of events after March 31, 2026.
9. The Landlord testified that she did not receive the keys until April 4, 2026. She stated that the keys had been left with another Tenant, Pablo, before it was provided to her.
10. Based on the evidence before me, I find on the balance of probabilities that the Tenant had vacated the rental unit by April 1, 2026, and that the tenancy terminated on that date. I accept the Tenant's evidence that she vacated the rental unit by March 31, 2026, and delivered the keys to the Landlord's mailbox on April 1, 2026. Although the Landlord testified that she did not receive the keys until April 4, 2024, she did not call Pablo as a witness or present any documentary evidence to support her assertion. As a result, I am satisfied that tenancy terminated on April 1, 2026, and rent will be calculated to that date.

Rental arrears

11. The lawful rent is \$1,933.02. It was due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed. The rent arrears owing to April 1, 2026, are \$1,996.57.
13. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$1,795.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.

15. Interest on the rent deposit, in the amount of \$159.72 is owing to the Tenant for the period from August 2, 2022, to April 1, 2026.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of April 1, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$242.85. 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 Landlords owe 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 Landlords the full amount owing on or before June 22, 2026, the Tenant 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 Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,996.57
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,795.00
Less the amount of the interest on the last month's rent deposit	- \$159.72
Total amount owing to the Landlords	\$242.85