



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

File Number: LTB-L-037787-26

In the matter of: 1109-D, 625 FIRST ST
LONDON ON N5V0B6

Between: WCPT First Street Inc. Landlord

And

Amos Ganda Tenant

WCPT First Street Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amos Ganda (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Sara Murtadha, the Tenant and the Tenant's Agent, Sheila Bradshaw, 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 Tenant vacated the rental unit on May 8, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The Tenant disputed that the move out date was May 8, 2026, and the Tenant's Agent testified that the Tenant moved out on May 4, 2026, however the Landlord would not accept the keys and they mailed the keys through Purolator, which were delivered on May 8, 2026. The Tenant's Agent referred to disclosure that was uploaded on the portal on June 16, 2026, but had never been served on the Landlord. The Landlord's Legal Representative stated that as the Landlord was never served with any disclosure, they were unable to respond to the Tenant's allegations.
5. As the disclosure was not properly served in accordance to the Rules, and I find it would be prejudicial to the Landlord to consider the evidence without them having the opportunity

to respond, I will not consider any disclosure the Tenant did not serve on the Landlord. As such, I find that the Tenant did not prove on a balance of probabilities that they vacated on May 4, 2026, therefore the move out date shall be May 8, 2026.

6. The lawful rent is \$1,014.00. It was due on the 1st day of each month.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to May 8, 2026 are \$1,894.72.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$979.00 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.
11. Interest on the rent deposit, in the amount of \$31.80 is owing to the Tenant for the period from December 30, 2024 to May 8, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 8, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,069.92. 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 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 July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Allana McComb
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	\$1,894.72
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$979.00
Less the amount of the interest on the last month's rent deposit	- \$31.80
Total amount owing to the Landlord	\$1,069.92