



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091756-25

In the matter of: APT #310, 83 REDPATH AVE
TORONTO ON M4S0A2

Between: Kosara Jovanovic Landlord
Predrag Jovanovic

And

Karina Abdoulkhakimova Tenant

Kosara Jovanovic and Predrag Jovanovic (the 'Landlord') applied for an order to terminate the tenancy and evict Karina Abdoulkhakimova (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 21, 2026.

The Landlord, the Landlord's representative Maria Sturino, and the Tenant attended the hearing.

Reasons:

1. At the hearing, the parties agreed to a settlement wherein the tenancy will terminate on January 23, 2026. The only remaining dispute between the parties was whether the Tenant has a last month's rent deposit. The reason this matters is that the application includes a request that the Tenant pay compensation for the use of the unit to the end of the tenancy. If there is a deposit, then it must be applied against the compensation owing.
2. The parties agree that the Tenant paid a deposit of \$2,400.00 at the start of the tenancy, which began on March 23, 2016. However, the Landlord says that she used the deposit to pay the rent due on February 23, 2017. The Tenant disputes that account, and says that she paid her February 23, 2017 rent as usual.
3. Section 106(10) of the *Residential Tenancies Act, 2006* (RTA) provides that a rent deposit can only be used to pay the rent for the last month of a tenancy. Section 3(1) provides that the RTA applies despite any agreement or waiver to the contrary. Consequently, even if the parties agreed to apply the deposit to the February 23, 2017 rent, that agreement had no legal effect.

4. In other words, if the Landlord is correct, then the Tenant still has a rent deposit, but owes rent arrears for February 23, 2017. If the Tenant is correct, then she has a rent deposit and does not owe rent arrears.
5. This is not an application to collect rent arrears, so I make no finding as to whether the rent has been paid for February 23, 2017. The Landlord is free to pursue that claim in a different proceeding. For the purpose of this proceeding, it is sufficient to find that the Tenant has a rent deposit.
6. The Tenant has paid her rent for December 23, 2025, which covers the compensation owing to the last day of the tenancy, January 23, 2026. Consequently, the Landlord must return the rent deposit, as well as interest of \$427.36 owing on the deposit from February 23, 2016 through January 23, 2026. If the Tenant overstays, then daily compensation of \$82.68 from January 24 onwards will be deducted from the amount the Landlord owes.
7. After I made that finding, the parties confirmed their settlement and request that the remaining terms of the order below be issued on consent.

It is ordered that:

On consent

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 24, 2026.
4. On or before January 23, 2026, the Landlord shall return to the Tenant the post-dated rent cheques for January 23 and February 23, 2026.

Return of deposit (not on consent)

5. The Landlord shall pay the Tenant \$2,827.36, which represents the return of the rent deposit and interest owing on the deposit. From that amount, the Landlord may deduct \$82.68 per day from January 25, 2026 until the date the Tenant vacates the unit.
6. If the Landlord does not pay the full amount owing by February 8, 2026, she will owe simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Dale Whitmore
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 24, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.