



Order under Sections 69 and 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-089949-25

In the matter of: Upper, 66 Wantanopa Crescent
Scarborough ON M1H2B4

Between: Asad Hussain Landlord

And

Cristina Nicolescu Tenants
Sebastian Caldararu

Asad Hussain (the 'Landlord') applied for an order to terminate the tenancy and evict Cristina Nicolescu and Sebastian Caldararu (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (hereafter referred to as the 'L1 Application').
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (hereafter referred to as the 'L2 Application').

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Furthermore, as part of their L2 Application, the Landlord applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.¹

This application was heard by videoconference on February 2, 2026.

Only the Landlord attended the hearing.

As of 10:06am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

¹ Section 88.2 of the *Residential Tenancies Act, 2006*.

Determinations:

L1 Application

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. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on November 15, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.
4. The lawful rent was \$2,800.00. It was due on the first (1st) day of each month.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to November 15, 2025, are therefore \$6,980.75.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,800.00 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 was terminated.
9. Interest on the rent deposit, in the amount of \$26.66 is owing to the Tenants for the period from June 30, 2025, to November 15, 2025.

L2 Application

a) L2 Application Amendment

10. As the Tenants had already vacated the rental unit prior to the hearing, the Landlord sought to amend their L2 Application as they no longer sought an order terminating the tenancy on the basis that the Tenants, another occupant of the rental unit, or someone the Tenants permitted in the residential complex, substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.
11. Pursuant to section 88.2 of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') the Landlord intended to proceed with the claim requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
12. Pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

b) Compensation for Unpaid Utilities

13. The Landlord testified that, pursuant to the terms of the tenancy agreement, the Tenants are responsible for sixty percent (60%) of the monthly utilities invoices associated to the costs of electricity, heat, and water.
14. The Landlord stated that the Tenants failed to pay their contributions towards the electricity invoices, between July 11, 2025, and October 10, 2025. They therefore submit that the Tenants owe the Landlord the amount of \$328.10 for unpaid electricity costs, as it appears from a copy of the *Toronto Hydro* invoices dated July 11, 2025, August 13, 2025, and September 11, 2025 (DOC-6747614, DOC-6747615, and DOC-6747616; Exhibit 1, *in bundle*).
15. The Landlord indicated that the Tenants failed to pay their contributions towards the *Enbridge Gas* invoices, between July 25, 2025, and October 17, 2025. They therefore submit that the Tenants owe the Landlord the amount of \$88.16 for unpaid heat costs, as it appears from a copy of the *Enbridge Gas* invoices dated July 25, 2025, August 19, 2025, and September 18, 2025 (DOC-6747623, DOC-6747624, DOC-6747625; Exhibit 2, *in bundle*).
16. The Landlord indicated that the Tenants failed to pay their contributions towards the water invoices, between July 12, 2025, and October 11, 2025. They therefore submit that the Tenants owe the Landlord the amount of \$392.40 for unpaid water costs, as it appears from a copy of the Toronto Water and Solid Waste Management Services utility bill dated June 12, 2025 (DOC-6747629; Exhibit 3).
17. On the basis of the uncontested evidence and submissions before, I am satisfied – on a balance of probabilities – that the Tenants failed to pay electricity, heat and water costs that they were required to pay under the terms of the tenancy agreement, which led to the Landlord incurring reasonable out-of-pocket expenses in the amount of \$808.66 as a result of the Tenants' failure to pay the aforementioned costs of utilities.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of November 15, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$5,163.75. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit, compensation for unpaid utilities, and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are 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 February 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2026, at 4.00% annually on the balance outstanding.

February 6, 2026

Date Issued

Alexandre Traboulsi

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	\$6,980.75
Compensation for Unpaid Utilities	\$808.66
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$26.66
Total amount owing to the Landlord	\$5,163.75