



Order under Section 69 Residential Tenancies Act, 2006

Citation: DREWLO HOLDINGS INC. v LJUBUNCIC, 2026 ONLTB 12377

Date: 2026-02-10

File Number: LTB-L-095454-25

In the matter of: 712, 215 VICTORIA ST S
KITCHENER ON N2G4Z7

Between: DREWLO HOLDINGS INC.

Landlord

And

BOJAN LJUBUNCIC
SIMONA GIAGIM

Tenant

DREWLO HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict BOJAN LJUBUNCIC and SIMONA GIAGIM (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe;
- the Landlord believes that the Tenants abandoned the unit.

The Landlord also claimed charges related to NSF cheques.

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

This application was heard by videoconference on January 22, 2026.

Only the Landlord's Legal Representative, Anna Glen and the Landlord's Property Manager, Trisha Kent attended the hearing.

As of 10:18 a.m. 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.

Determinations:

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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,312.61. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The rent arrears owing to January 22, 2026 are \$6,085.53.
6. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenants which were returned NSF.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,198.20 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$31.47 is owing to the Tenants for the period from January 1, 2025 to January 22, 2026.

Abandonment of the Rental Unit

10. The Landlord's Property Manager testified that the Tenants were having some payment issues in the summer of 2025. Ms. Kent stated that the Tenants' cheques previously had not been returned as insufficient funds since 2012 when they moved in.
11. Ms. Kent suspected that the Tenants abandoned the rental unit after performing an inspection of the rental unit in August and on September 30, 2025 whereby she described that the unit appeared to be cleaned out. She stated that the same food remained in the fridge and was moldy and that only a few possessions remained in the unit.
12. Ms. Kent stated that she attended the rental unit again on January 8, 2026 to find no changes from the September 30, 2025 inspection. She also stated that after a review of the cameras on the residential property, she did not see either Tenant over the last few months. She also provided pictures of the rental unit on the September 30, 2025 date and the January 8, 2026 date which she took herself.
13. I am satisfied that the Tenants have abandoned the rental unit and they are in arrears of rent. As such, the Landlord's application is granted.

It is ordered that:

1. The tenancy between the Landlord and the Tenants terminated on January 22, 2026.
2. The Landlord collected a rent deposit of \$1,198.20 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.47 is owing to the Tenant for the period from January 1, 2025 to January 22, 2026.

3. The Tenants shall pay to the Landlord \$5,116.86. This amount includes rent arrears owing up to the date the Tenants abandoned the rental unit, the NSF and administrative fees 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 Tenants. See Schedule 1 for the calculation of the amount owing.
4. If the Tenants do not pay the Landlord the full amount owing on or before February 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 22, 2026 at 4.00% annually on the balance outstanding.

February 10, 2026
Date Issued

 Carrie Bertrand
 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 expires on August 22, 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.

Schedule 1 SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$6,160.53
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	0
Less the amount of the last month's rent deposit	- \$1,198.20
Less the amount of the interest on the last month's rent deposit	- \$31.47
Amount owing to the Landlord	\$5,116.86