



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: BACIU v AKBAR, 2026 ONLTB 9528

Date: 2026-02-02

File Number: LTB-L-080842-25

In the matter of: 80 Settlers Rd E
Oakville ON L6H0Y8

Between: Elena Liliana Baciuc
Cristian Horia Baciuc Landlords

And

Usman Akbar Tenant

Elena Liliana Baciuc and Cristian Horia Baciuc (the 'Landlords') applied for an order to terminate the tenancy and evict Usman Akbar (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

Elena Liliana Baciuc and Cristian Horia Baciuc (the 'Landlords') also applied for an order requiring Usman Akbar (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 19, 2025.

The Landlord's representative Damian Cordaie, the first named Landlord and the Tenant attended the hearing.

The Landlord is no longer seeking per diem compensation and the application was amended accordingly.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, the tenancy shall continue subject to terms and conditions set out below.

2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Tenant was in possession of the rental unit on the date the application was filed.
 4. The rent is due on the tenth of each month and this is a month-to-month tenancy.
 5. On September 25, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of December 9, 2025. The notice of termination contains that for the period from August 10, 2024, to September 10, 2025, the Tenant paid the rent late 14 times out of 14 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
 6. The Tenant contested that they paid the lawful monthly rent for the months of August 2024, September 2024, and October 2024 on time because they had provided the Landlord with 3 months of rent deposit upon entering the tenancy agreement. The Tenant's position was that these monthly rental payments could be used towards these payment on time for these months but this is not relevant to the issue that is before me. The Tenant did not contest the late payment for the other rent periods. It should be noted, the Act only permits the Landlord to collect a last month rent deposit equal to one month's rent. Any amount in excess would be illegal and may be subject to the Tenant's own application.
 7. I find that the Tenant has persistently failed to pay their rent on the date that it is due.

Utility: S 88.1:

8. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord has incurred reasonable out-of-pocket expenses of \$699.85 as a result of the Tenant's failure to pay. The Tenant did not contest the utility expenses and both parties were agreeable to having \$699.85 paid on or before December 19, 2025. Given the issuance date of this order, payment is required by February 20, 2026, before interest starts to accrue.
9. The Tenant shall pay to the Landlord \$699.85, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. The Landlord is seeking termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect with their monthly rent.
 - October 1, 2025, no rent paid
 - November 1, 2025, no rent paid of the hearing date;
13. The Landlord submitted that they have attempted to negotiate with the Tenant but have been unsuccessful. It is the Landlord's position that this tenancy is not viable as no new rent has been paid since service of the N8 notice of termination and there is an upcoming application to be heard regarding rental arrears.
14. The Tenant submitted that they have been late in making their rental payments because they stopped working due to lack of employment. Now the Tenant submits they are working and able to afford the rental unit. The Tenant submits that they have been before the Board in regard to an L1 application and was able to follow up with a payment plan to clear the rental arrears.
15. I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I note that the Tenant lives in the rental unit with his wife and children. I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
16. The Tenant submits a change in circumstance, which now allows them to make rent payments in full and on time. Overall, I find that there has been a change in the Tenant's financial circumstance, which is supported by their submissions that they are able to start making the lawful monthly rent payments on January 10, 2026. I am satisfied a conditional order to pay on time is appropriate in these circumstances.
17. Having considered the positions of both parties, I find that a pay on time order commencing March 10, 2026, would be appropriate. It addresses the Landlord's concerns regarding delayed rent payments while giving the Tenant a reasonable opportunity to align their obligations with respect to rent. The delay is not so extensive that it would severely prejudice the Landlord.
18. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised with respect to continuous late payment of rent can adequately be addressed through a pay on time order.
19. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for December 2025, January 2026, and February 2026 in full on or before February 20, 2026. This will allow the Tenant time to sort out their finances.
20. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the Tenant's have not done so already, the Tenant shall pay their lawful monthly rent for December 2025, January 2026, and February 2026, in full on or before February 20, 2026.
3. Commencing March 10, 2026, and continuing up to and including February 10, 2027, the Tenant shall pay their lawful monthly rent a period of 12 months, in full and on time on or before the tenth day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$699.85, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs on or before February 20, 2026.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026, at 4.00% annually on the balance outstanding.

February 9, 2026

Date Issued

Reshad Nazeer

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.