



Order under Section 69 Residential Tenancies Act, 2006

Citation: PARBUDIAL v BUGHEANU, 2026 ONLTB 23221

Date: 2026-03-23

File Number: LTB-L-005501-26

In the matter of: 29 HORSELEY HILL DR
Scarborough ON M1B1W4

Between: SAVITREE PARBUDIAL Landlord

And

ROMEO BUGHEANU Tenants
CLAUDIA MIRICA

SAVITREE PARBUDIAL (the 'Landlord') applied for an order to terminate the tenancy and evict ROMEO BUGHEANU and CLAUDIA MIRICA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

SAVITREE PARBUDIAL (the 'Landlord') also applied for an order to terminate the tenancy and evict ROMEO BUGHEANU and CLAUDIA MIRICA (the 'Tenants') because:

- 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 Tenants.

This application was heard by videoconference on March 16, 2026.

Only the Landlord and the Landlord's Representative Kimberley Covey attended the hearing.

As of 9:24 am, 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:

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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: $\$3,500.00 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$17,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated.
10. The Tenants was in possession of the rental unit on the date the application was filed.
11. On December 31, 2025, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations:
 12. The Landlord testified that the Tenants moved in July 2025 and have not paid the heat, hydro or water bills since moving in. She testified to the outstanding amounts on each of the accounts.
 13. The Landlord testified that the combination of the Tenants not paying the rent they owe and the utility bills, it has caused her financial stress, she must work everyday and still has to rely on her line of credit to pay her bills.
 14. The Landlord further testified that she attended the unit in December, but the Tenant threatened her with a knife and said that they have no money.

15. The Tenants did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Relief from Eviction

16. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
17. The Tenants did not attend the hearing to present any evidence or submissions in support of granting relief from eviction.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 3, 2026.
2. The Tenants shall pay to the Landlord \$16,027.12. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay to the Landlord \$880.54 which represents the unpaid heat, hydro and water bills from August 2025 through to March 2025.
4. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting March 17, 2026, until the date the Tenants moves out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before April 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 4, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 3, 2026, then starting April 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 April 4, 2026.

March 23, 2026
Date Issued

Brenda Mercer
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 October 4, 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 Tenants must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$15,841.12
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$16,027.12
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	