



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

File Number: LTB-L-095007-25

In the matter of: 65 WESTRA DR
GUELPH ON N1K1Z7

Between: MUHAMMAD BAQIR Landlord

And

SARI IONESCU Tenants
ADRIAN IONESCU

On November 11, 2025, Muhammad Baqir (the 'Landlord') applied for an order to terminate the tenancy and evict Sari Ionescu and Adrian Ionescu (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 tenant (N5 notice); and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully caused undue damage to the premises (N7 notice).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date in the notice of termination (i.e. October 31, 2025). (altogether, the L2 application)

As part of the L2 application, the Landlord also 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. This separate claim falls under subsection 88.2 of the *Residential Tenancies Act, 2006* (the 'Act').

This L2 application was heard by videoconference on March 4, 2026.

Only the Landlord's Legal Representative, Micah Remedios ('LLR'), and the Landlord's Agent, Zohair Hussain ('LLA'), attended the hearing.

As of 11:46 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. LLR submitted the parties are also scheduled for a separate rent-arrears application hearing in the future. LLR stated that a copy of the notice of hearing and the Landlord's document brief were both couriered to the Tenants on February 2, 2026 and the Landlord received confirmation of receipt.

As a result, the hearing proceeded with only the Landlord's evidence. I confirm that no one for the Tenants appeared in the hearing room for the balance of the full-day hearing block.

As a preliminary matter, LLR stated that the Landlord does not wish to pursue any of the wilful damage claim under the N7 notice of termination and instead, wishes only to proceed with the N5 notice of termination respecting substantial interference as it relates to unpaid utilities, and the separate claim under subsection 88.2. As this represented a narrowing of the L2 application, and further did not prejudice the Tenants, I consented to LLR's request to only proceed as requested.

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. Therefore, the order to issue will set out the unpaid utility bills to be paid and the termination of the tenancy to take place on April 6, 2026.
2. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy is still an active one.
3. N5 Notice of Termination :- On October 8, 2025, the Landlord couriered the Tenants an N5 notice of termination which is deemed served on October 10, 2025. The N5 notice of termination has an October 31, 2025 termination date and contains the following allegations:- the Landlord claims substantial interference with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in respect of unpaid water bills up to October 6, 2025 in the amount of \$9,991.97. In parallel but separately, the same claim of unpaid water bills but updated to present \$10,321.23 as the amount owing, and this claim is made under subsection 88.2 of the Act.
4. LLA is the property manager for the Landlord.
5. LLA testified that the signed tenancy/lease agreement (exhibit LL#1) shows that the Tenants are fully responsible for gas, water and hydro. LLA confirmed the tenancy commenced on December 1, 2017, as reflected in LL#1.
6. LLA identified exhibit LL#2, which is a City of Guelph letter dated September 30, 2025, identifying that water bills were not paid and that the Landlord was given until October 31, 2025 to pay \$9,991.97 to Guelph or have the amount transferred to the Landlord's property taxes. In that amount of \$9,991.97, LLA explained that \$475.81 was included as an "administration fee" by Guelph. LLA confirmed that LL#2 was the basis for the N5 notice being served on the Tenants.
7. LLA testified the Tenants made no effort to void the N5 notice and so stated the N5 notice was not voided by the Tenants.
8. LLA then identified exhibit LL#3, which is a Water Billing Summary from Guelph Hydro/Alectra directly, which presents all water billings for the rental unit from January 30, 2018 to September 18, 2025 and updates the total owing to \$10,321.23. LLA confirmed this is the final, total amount the Landlord is seeking an order for under the L2 application, plus the \$186.00 filing fee.

9. LLR confirmed the Landlord is also seeking termination of the tenancy. With regard to circumstances under section 83 of the Act, LLR submitted there were no tenant circumstances the Landlord is aware of that would postpone or deny eviction. LLR did submit that the Landlord is under difficulty to pay such a high amount to the City of Guelph and will be struggling to do so, absent an order from the LTB.
10. Based on the Landlord's uncontested submissions, I find the Tenant did not address or resolve the unpaid water bills within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with subsection 64(3) of the Act.
11. From failing to pay their water bills to the point the City of Guelph has transferred the outstanding water bills to the Landlord's property tax account, I find the Tenants substantially interfered with the Landlord's lawful right, privilege or interest in the rental unit, and to the date of this hearing, the Tenants have not remedied that interference in any way.
12. Daily compensation, rent deposit :- The Tenants were required to pay the Landlord \$9,535.60 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025 (the day after the N5 termination date) to March 4, 2026 (the date of this hearing).
13. Based on the monthly rent of \$2,338.74, the daily compensation is \$76.90. This amount is calculated as follows: $\$2,338.94 \times 12$, divided by 365 days.
14. The Landlord incurred costs of \$186.00 for filing the L2 application and is entitled to reimbursement of those costs. Reference is made to the LTB's Interpretation Guideline no. 3.
15. The Landlord collected a last month's rent (LMR) deposit of \$2,100.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$315.86 is owing to the Tenant for the period from December 1, 2017 (date when the LMR was collected) to March 4, 2026 (date of this hearing).
16. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.
17. Compensation for unpaid utilities under subsection 88.2 :- The Landlord has incurred reasonable out-of-pocket expenses of \$10,321.23 as a result of the Tenants' failure to pay water costs. Exhibit LL#3 supports this outstanding amount owing by the Tenants to the Landlord. However, this finding has already been made above for the N5 notice of termination, and in effect is duplicative and so does not need to be addressed in the order.
18. Relief from eviction :- With reference to paragraph 9 above, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, 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. The tenancy between the Landlord and the Tenants is terminated as of April 6, 2026.

2. The Tenants must move out of the rental unit on or before April 6, 2026.
3. If the rental unit is not vacated on or before April 6, 2026, then starting April 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after April 7, 2026.
5. The Tenants shall pay to the Landlord \$9,535.60, which represents daily compensation for the use of the rental unit from November 1, 2025 to March 4, 2026.
6. The Tenants shall also pay the Landlord compensation of \$76.90 per day for the use of the unit starting March 5, 2026 until the date the Tenants move out of the rental unit.
7. The Tenants shall pay to the Landlord \$10,321.23, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid water/utility costs.
8. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the L2 application.
9. The Landlord owes \$2,415.86 which is the amount of the last month's rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
10. The total amount the Tenant must pay the Landlord, therefore, is \$17,626.97. This amount represents the total amount owing up to March 4, 2026, and is to be adjusted accordingly by the daily compensation that applies from March 5, 2026 to the date the Tenants move out of the rental unit.
11. If the Tenants do not pay the Landlord the full amount owing on or before April 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.

March 26, 2026

Date Issued

Alex Brkic

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 October 7, 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.