



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Ahmed v Gusinjac, 2026 ONLTB 30366

Date: 2026-04-15

File Number: LTB-L-016556-26

In the matter of: 2282 WICKERSON RD
LONDON ON N6K4R7

Between: Saeed Ahmed Landlord

And

Ilyana Gusinjac Tenant

Saeed Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Ilyana Gusinjac (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; (L2 Application).

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

This application was heard by videoconference on April 9, 2026.

The Landlord, the Landlord's legal representative Vanessa Palumbo and the Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,050.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$18,300.00.
7. The arrears as outlined were not disputed by the Tenant.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,050.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$44.22 is owing to the Tenant for the period from August 1, 2025 to April 9, 2026.

L2 Application – Unpaid utilities

11. On January 30, 2026, the Landlord gave the Tenant a second N5 notice of termination. As the Tenant providing the Landlord a notice to terminate the tenancy on April 30, 2026, no determinations were made in respect of the L2 application as pertaining to the N5 allegations.
12. At the time of the hearing the Landlord sought to amend the L2 application to include the claim for hydro, water and gas utility bills for the period of August 1, 2025 to November 14, 2025 and August 1, 2025 to November 13, 2025. These bills were payable on or before December 22, 2025 and December 3, 2025 and totalled \$1,214.87.
13. As the Tenant was provided copies for the utility bills as claimed, did not dispute the outstanding claims for unpaid utilities pursuant to the requirements of the lease agreement and the Landlord submitted invoices as outlined on pages 89-98 in DOC-7704999, the application was amended accordingly.
14. Based on the evidence before me the Tenant failed to pay the combined hydro and water utilities as payable to London Hydro and gas utility as payable to Enbridge Gas that they were required to pay under the terms of the tenancy agreement.
15. The Landlord has incurred reasonable out-of-pocket expenses of \$1,214.87 as a result of the Tenant's failure to pay the above outlined utility costs and is entitled to reimbursement for these costs.

Relief from Eviction

16. 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 postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

17. As the Tenant advised the Landlord that she will be moving out on April 30, 2026, and this was accepted by the Landlord, the tenancy will terminate on the date. At the time of the hearing, the Tenant affirmed her intent and understood the requirement to move out on or before April 30, 2026.
18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$13,244.21. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$100.27 per day for the use of the unit starting April 10, 2026 to the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$1,214.87, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 1, 2026.

April 15, 2026

Date Issued

Alicia Johnson

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 November 1, 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 April 9, 2026	\$16,152.43
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$3,050.00
Less the amount of the interest on the last month's rent deposit	-\$44.22
Total amount owing to the Landlord	\$13,244.21
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$100.27 (per day)