



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ahmad v Wheatle, 2026 ONLTB 38432

Date: 2026-05-19

File Number: LTB-L-016222-26

In the matter of: 30 YARDLEY CRES
BRAMPTON ON L6X5L7

Between: Uzma Ahmad Landlord

And

Vanessa, Wheatle Tenant

Uzma Ahmad (the 'Landlord') applied for an order to terminate the tenancy and evict Vanessa, Wheatle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also applied for an order requiring 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 combined application was heard by videoconference on May 5, 2026.

Only the Landlord, represented by the landlord's agent Muhammad Zaheer attended the hearing.

As of 12:38 PM, the Tenant was 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,750.00. It is due on the first day of each month.

5. Based on the monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026, are \$2,750.00.
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 \$2,650.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$317.21 is owing to the Tenant for the period from November 1, 2019 to May 5, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
12. The Landlord has incurred or will incur reasonable out-of-pocket expenses of \$2,156.03 as a result of the Tenant's failure to pay water costs. The Tenant has not paid an outstanding water bills from October 17, 2025 and January 29, 2026 in the amounts of \$1,632.33 and \$523.70 respectively.
13. 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 Tenant, 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 Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. The Tenant shall pay to the Landlord \$2,750.00 which represents the rent owing to May 31, 2026.
3. The Tenant shall also pay to the Landlord \$2,156.03, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$90.41 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.
6. The Landlord shall deduct the amount owed to the Tenant for the last month rent deposit of \$2,650.00 and interest owing on the deposit in the amount of \$317.21.

7. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 1, 2026.

May 19, 2026
Date Issued

Jeanie Theoharis
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 December 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.