



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Avaneu Single Family Rental Gp Inc. v Akhtar, 2026 ONLTB 50567

Date: 2026-06-29

File Number: LTB-L-012272-26

In the matter of: 258 Eunice Dr
Kingston ON K7M3M8

Between: Avaneu Single Family Rental Gp Inc. Landlord

And

Faheem Akhtar Tenants
Hafiza Samia Ghani

Avaneu Single Family Rental Gp Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Faheem Akhtar and Hafiza Samia Ghani (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

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

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 application was heard by videoconference on April 16, 2026.

The Landlord's legal representative Angie Gravelle, the Landlord's agent Marc Orticello, and the Tenants attended the hearing.

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 tenancy is terminated, and the Tenants must pay the Landlord in accordance with the order below.
2. The Tenants was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Section 82 is Not Applicable

3. The Tenants attempted to raise issues under section 82 of the Act in response to the Landlord's application.
4. The Landlord's application is not based on a notice of termination issued pursuant to section 59 of the Act. Therefore, section 82 does not apply in this case and, therefore, I declined to allow the Tenants to raise these issues at the hearing.

The N5 Notice and the Section 88.2 Claim

5. On January 22, 2026, the Landlord gave the Tenants an N5 notice of termination (the 'N5 Notice'). The N5 Notice alleges that the Tenants substantially interfered with the Landlord's reasonable enjoyment of the rental unit and their lawful rights, privileges, or interests under the lease by not making utilities payments the Tenants is responsible for making under the lease.
6. The Tenants did not correct the omission within seven days after receiving the N5 notice of termination. Per the Landlord's agent, the amounts were still owing as of the hearing date. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. The lease agreement between the parties specifies that the Tenants are responsible for 50% of the electricity and water bills for the rental unit. The Tenants do not dispute this. The Tenants do not dispute that \$1,975.99 in utilities costs for utilities up to April 2, 2026, had not been paid as of the hearing date and are owed to the Landlord.
8. I am satisfied that the Landlord has proven the allegations in the N5 Notice on a balance of probabilities. I am also satisfied that the Tenant failed to pay \$1,975.99 in utility costs they were required to pay under the terms of the tenancy agreement.

Relief from Eviction

9. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord's agent also testified that the non-payment of utilities has prejudiced the Landlord by requiring these expenses to be paid out of pocket and creating additional administrative burden for the Landlord.
11. The Tenant Faheem Akhtar testified about his circumstances at the hearing. He confirmed at the hearing that he had served an N9 Notice to terminate the tenancy on April 30, 2026. That date has now passed.
12. Given the impact of the non-payment on the Landlord and the Tenants' service of their intention to vacate the rental unit, relief from eviction would not be appropriate in this case.
13. As part of the issues the Tenants intended to raise under section 82, issues with the heating system of the rental unit were described. I heard evidence from the parties on these issues to confirm that the Landlord is not currently in serious breach of their

responsibilities under the Act, triggering mandatory refusal of the Landlord's application to terminate the tenancy.

14. The Landlord's agent testified that the Tenants reported heating issues in February, that the Landlord responded to the Tenants' concerns the next day, and that the Landlord provided space heaters to the Tenants while the maintenance work was performed. I am satisfied on a balance of probabilities, based on this testimony, that the Landlord took all reasonable steps in response to the reported issue and was not in breach of its maintenance obligations as of the hearing date.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before July 10, 2026.
2. If the unit is not vacated on or before July 10, 2026, then starting July 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 11, 2026.
4. The Tenants owe the Landlord the following amounts:
 - \$1,975.99, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
 - The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes \$2,254.67 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

June 29, 2026
Date Issued

Jeremy Henderson
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 January 11, 2027 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.