



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

**Citation:** Ahmari v Bulus, 2024 ONLTB 91890

**Date:** 2024-12-13

**File Number:** LTB-L-083249-24

**In the matter of:** Basement, 136 ORIOLE DR  
HOLLAND LANDING ON L9N1G9

**Between:** Sina Ahmari

**And**

Mahmut Bulus  
Filiz Bulus

I hereby certify this is a  
true copy of an Order dated

**DEC 13, 2024**

Landlord and Tenant Board

Landlord

Tenants

Sina Ahmari (the 'Landlord') applied for an order to terminate the tenancy and evict Mahmut Bulus and Filiz Bulus (the 'Tenants') because:

- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenants, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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 December 4, 2024.

The Landlord, the Landlord's legal representative, A. Hesami, and the Tenants attended the hearing. The Tenants' translator, M. Aeilak attended the hearing to translate Turkish for the Tenants. The Landlord's witnesses, PC Hilton, and S. Hasmetoglu also attended the hearing.

**It is determined that:**

1. The rental unit is a basement apartment in a house. The Landlord lives upstairs from the Tenants.
2. The Landlord amended their application on November 26, 2024, to additionally claim \$1,354.10 as an outstanding balance owed on the utilities for the period November 25, 2023 until the present.
3. The parties agree that the Tenants will vacate the rental unit on or before January 31, 2025.

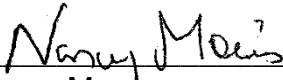
4. The parties agree that the Tenants shall accept service of any communication from the Landlord, as well as service of the order issued by the Board at the following email addresses: [MahmutBulus1983@gmail.com](mailto:MahmutBulus1983@gmail.com) and [BilusFiliz9@gmail.com](mailto:BilusFiliz9@gmail.com).
5. The Landlord said that the Tenants are responsible for 40% of the utilities. He submitted into evidence a written lease agreement. On page 4 of 14 pages, it states that the Tenants are to pay 40% of the utility bills by etransfer.
6. The Landlord said that the Tenants have failed to pay any utility bills since November 2023. He said that they currently owe \$1,354.10, which is 40% of the unpaid utility bills since November 2023. He also submitted into evidence all the hydro, gas and water bills since November 2023.
7. The Tenants deny that they owe \$1,354.10 to the Landlord for utilities. The Tenant, M. Bulus (MB) said that the Landlord owes him more than that amount for work he has carried out for the Landlord. He also said that he paid the utility bills until May 2024, and he said that the Landlord refused to provide him with proof of the amounts owed after that time. MB had no documentary evidence of payment. He said that the Landlord insisted that he pay the bills in cash. MB did not state an amount that he believes he owes since May 2024.
8. I find, on a balance of probabilities, that the Tenants owe the Landlord \$1,354.10 for utilities to November 2024 for the reasons that follow.
9. The Landlord provided documentary evidence of all the utility bills since November 2023. The Landlord said that all the bills were provided to the Tenants. There was evidence at the hearing that the Tenants were well aware that they owed money to the Landlord for utilities, since that was the reason the parties entered into an altercation on August 30, 2024. It is not relevant to this application whether the Tenants were owed money by the Landlord for some other work unrelated to the tenancy. The Board does not have jurisdiction over that separate side contract between the parties. Finally, the Tenants provided no documentary proof that they paid for the utilities up until May 2024. They provided no documents to prove payments of any kind.
10. Based on the Monthly rent, the daily compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
11. The Landlord collected a rent deposit of \$1,850.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$56.89 is owing to the Tenants for the period from September 12, 2023 to December 4, 2024.
12. The Landlord shall apply the last month's rent deposit to the rent for the month of January 2025.
13. The current total owed to the Landlord by the Tenants is \$1,354.10, which may be offset by the \$56.89 owed by the Landlord to the Tenants. Therefore, the total owed by the Tenants to the Landlord is \$1,297.21 to January 31, 2025.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2025.

2. The Landlord shall apply the last month's rent deposit to the rent for the month of January 2025.
3. If the unit is not vacated on or before January 31, 2025, then starting February 1, 2025, 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 unit to the Landlord on or after February 1, 2025.
5. The Tenants shall pay to the Landlord \$1,297.21 on or before January 31, 2025. This amount represents the balance of all the amounts owed by the parties to each other to January 31, 2025, taking into account the Tenants' last month rent deposit, and after applying it to the rent for January 2025.
6. If the Tenants do not move out of the rental unit on or before January 31, 2025, the Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting February 1, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount of \$1,297.21 balance owing to the Landlord, on or before January 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2025 at 6.00% annually on the balance outstanding.

**December 13, 2024**  
**Date Issued**

  
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Nancy Morris  
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 August 1, 2025 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.