



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jande v Torasio, 2026 ONLTB 908

Date: 2026-01-08

File Number: LTB-L-071057-25

In the matter of: House B, 698 6 HWY N
HAMILTON ON L8N2Z7

Between: Aman Jande
Jasneet Khattrra Landlord

And

Anthony Torasio
Lyndsy Thibert Tenant

Aman Jande and Jasneet Khattrra (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Torasio and Lyndsy Thibert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (*L1 Application*)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises; 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 December 15, 2025.

The Landlord, Jasneet Khattrra and Aman Jande, the Landlord's Legal Representative, Reginald Bent, and the Tenant, Lyndsy Thibert, attended the hearing.

The parties before the LTB consented to the following order:

Agreed facts:

1. The Landlord withdrew the L2 application.
2. The parties agree to add Jasneet Khattrra as a Landlord to the proceedings.

3. The parties agree to delay the termination date to February 28, 2026 if the Tenant pays the monthly rent for January 2026 on time and in full. If the Tenant does not, the Landlord can apply to the Board to seek an earlier termination date by means of an order under section 78 of the *Residential Tenancies Act, 2006* (the "Act")

On consent it is ordered that:

1. The L2 application is dismissed as withdrawn.
2. On or before January 1, 2026, the Tenant shall pay the Landlord in full the monthly rent (\$2,600.00) for January 2026.
3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the "Act") for an order terminating the tenancy earlier than February 28, 2026 and evicting the Tenant. The Landlord must make the application within 30 days of the breach. This application is made to the LTB without notice to the Tenant.
4. If the tenancy is not terminated by an order under section 78 of the Act, the tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order as follows.

5. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$15,336.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,936.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

6. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
7. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
8. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,750.53. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
9. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting December 16, 2025 until the date the Tenant moves out of the unit.

10. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
11. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 March 1, 2026.

January 8, 2026
Date Issued

Vicky Liu
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 September 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 to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$20,350.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,200.00
Total the Tenant must pay to continue the tenancy	\$15,336.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$22,950.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,200.00
Total the Tenant must pay to continue the tenancy	\$17,936.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$16,432.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,200.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$67.67
Total amount owing to the Landlord	\$8,750.53
Plus daily compensation owing for each day of occupation starting December 16, 2025	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	