



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090578-25

In the matter of: Basement unit, 592 BLAIR CREEK DR
KITCHENER ON N2P0E6

Between: Mohit Bajaj Landlord
Savita Bajaj

And

Apryll Whittaker Tenant
Christopher Taylor

Mohit Bajaj and Savita Bajaj (the 'Landlord') applied for an order to terminate the tenancy and evict Apryll Whittaker and Christopher Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

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 \$1,695.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.73. This amount is calculated as follows: \$1,695.00 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 January 15, 2026 are \$8,275.00. At the hearing the Tenant contested the quantum of arrears owing and testified that they had paid an additional \$800.00. This was paid in increments of \$200.00 between October 8, 2025, and January 5, 2026. In support of these payments the Tenant relied on three screenshots of E-transfer payments.
7. The Landlord acknowledged receipt of these payments but testified that they were attributed to outstanding utility costs which were also owed by the Tenant. In support of this the Landlord relied on an email dated December 29, 2025 wherein the Landlord acknowledge the payment of \$600.00, broke down the outstanding utility costs owing from July to November 2025 and indicated thar \$226.91 was still owing after the Tenant's payments.
8. The parties agreed that the utilities were in the Landlord's name and the Tenants were responsible for 30% which they would pay to the Landlord directly.
9. I am satisfied that it was appropriate for the Landlord to apply these payments to the outstanding utility balance. The payments themselves do not appear to contain any indication that they are for arrears rather than utilities, and as there were also outstanding utility charges owed by the Tenant at the time, I am satisfied that it was appropriate for the Landlord to apply the charges to the outstanding utility charges.
10. Therefore, I am satisfied that the arrears owing to January 15, 2026, are \$8,275.00
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Section 83

13. 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 February 14, 2026 pursuant to subsection 83(1)(b) of the Act.
14. At the hearing the Tenant acknowledged that their income and expenses would not support a payment plan, and sought a delay of 60 days. I accept that both of the Tenant's are persons with multiple disabilities, living on a fixed income and without a robust support system. Accordingly, I also accept that the Tenant's shall struggle to secure alternate accommodation. However, the tenancy does not appear to be viable, and the Landlord is not holding a last month rent deposit. Therefore, while I am satisfied that a delay to February 14, 2026 is appropriate to allow the Tenant additional time to void the order or secure alternative accommodation I find that any further delay would be unduly prejudicial to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

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

- \$10,156.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,382.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$55.73 per day for the use of the unit starting January 14, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 14, 2026, then starting February 15, 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 February 15, 2026.

January 22, 2026
Date Issued

Reid Jackson
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 August 15, 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 February 14, 2026

Rent Owing To February 15, 2026	\$9,970.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,156.00

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

Rent Owing To Hearing Date	\$8,196.17
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,382.17
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$55.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	