



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102625-25

In the matter of: 116, 31 GIBSON ST
PARRY SOUND ON P2A0A5

Between: M Residential Real Estate LP Landlord

And

Upasana Bhalani Tenant
Ishu Kaushik

M Residential Real Estate LP (the 'Landlord') applied for an order to terminate the tenancy and evict Upasana Bhalani and Ishu Kaushik (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 22, 2026.

Only the Landlord's legal representative, Kristina Klein attended the hearing.

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On November 20, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on November 20, 2025. The notice of termination contains the following allegations:
 - Lawful monthly rent is due in full and on time on the first day of each month.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 12 times in the past 12 months

per the N8 notice. Additionally, since the N8 notice was served, the Tenant paid December 2025 rent late.

Daily compensation, NSF charges, rent deposit

5. Based on the monthly rent, the daily compensation is \$51.06. This amount is calculated as follows: $\$1,552.96 \times 12$, divided by 365 days.
6. The Landlord collected a rent deposit of \$1,552.96 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.64 is owing to the Tenant for the period from August 1, 2025, to January 22, 2026.

Relief from eviction

7. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
8. The Landlord's legal representative stated that rent is due in full on the first day of each month and that the tenant has persistently failed to comply with this requirement. The Landlord relied on the payment history showing multiple late payments, including a late payment made after the application was filed. The Landlord's legal representative stated that the Tenant paid the January 2026, rent on time along with the filing fee. The Landlord seeks a conditional order pursuant to s.78 of the Act and reimbursement of the filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly rent on time, and in full, on or before the first day of each month, beginning March 1, 2026, up to (and including) February 1, 2027.
3. If the Tenant fails to comply with the conditions 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 and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

February 4, 2026
Date Issued

Nathan Korenberg
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.