



Order under Section 69 Residential Tenancies Act, 2006

Citation: Victoria Wood (Main Square) Inc. v Bhattacharjee, 2026 ONLTB 11361

Date: 2026-02-05

File Number: LTB-L-105078-25

In the matter of: 814, 2575 DANFORTH AVE
TORONTO ON M4C1L5

Between: Victoria Wood (Main Square) Inc. Landlord

And

Avijit a.k.a Avjit Bhattacharjee Tenant

Victoria Wood (Main Square) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Avijit a.k.a Avjit Bhattacharjee (the 'Tenant') because:

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

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 January 14, 2026.

The Landlord and the Tenant attended the hearing.

Only the Landlord's representative Faith McGregor, attended the hearing.

As of 12:13 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. The Tenant was in attendance but left before the hearing commenced as they indicated they needed to go to work. They were advised to stay and that the hearing may proceed in their absence. 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 and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On November 20, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the rent was paid late as outlined in a Tenant Payment Ledger:

Date rent due	Date paid
December 1, 2024	February 1
January 1, 2025	February 22
February 1, 2025	February 28
March 1, 2025	April 13
April 1, 2025	May 11
May 1, 2025	June 17
June 1, 2025	August 15
July 1, 2025	August 21
August 1, 2025	August 31
September 1, 2025	No payment
October 1, 2025	No payment
November 1, 2025	No payment

4. At the hearing the Landlord's representative provided evidence about the pattern of rent payments after the service of the N8 notice of termination.

November 1, 2025	Payments made on 18, 21
December 1, 2025	December 5
January 1, 2026	No payment

5. The rent is due on the first of each month.
6. Based on the uncontested evidence, 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. Moreover, the Tenant has not paid the full rent for December and has not paid rent for January 2026.
7. Based on the monthly rent, the daily compensation is \$59.73. This amount is calculated as follows: \$1,816.89 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$1,679.99 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$1.35 is owing to the Tenant for the period from January 1, 2026 to January 14, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 February 17, 2026.
4. The Tenant shall also pay the Landlord compensation of \$59.73 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Jeanie Theoharis
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 17, 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.