



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

File Number: LTB-L-081815-25

In the matter of: 1457 BETHAMY LANE
GLOUCESTER ON K1J8P7

Between: PANKAJ GUPTA Landlords
HEMALI GUPTA

And

LUCIE MAINGOLO Tenants
BIG ETWYSE

PANKAJ GUPTA and HEMALI GUPTA (the 'Landlords') applied for an order to terminate the tenancy and evict LUCIE MAINGOLO and BIG ETWYSE (the 'Tenants') because the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The application was heard by videoconference on January 27, 2026. The Landlord, Pankaj Gupta, the Landlords' legal representative, Bavithra Vigneswararajah and the Tenant, Lucie Maingolo attended the hearing. The Tenant, Lucie Maingolo provided evidence that she was authorized by the second Tenant, Big Etwyse to represent him in this matter.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful monthly rent is \$2,100.00. It is due on the 1st day of each month.
3. Based on the lawful monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12 months, divided by 365 days.
4. The Landlords collected a rent deposit in the amount of \$3,900.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. This deposit will apply as follow:

- \$1,950.00 will apply as rent for February 2026; and
 - \$1,950.00 will apply as last month rent for June 2026.
5. Interest on the rent deposit in the amount of \$345.63 is owing to the Tenants for the period from September 26, 2021 to January 27, 2026. This amount will be paid to the Tenants as follow:
- \$150.00 will be used to increase the amount of the rent deposit held by the Landlords so that is equal to the current lawful rent that will apply for February 2026.
 - \$150.00 has been used to increase the amount of the rent deposit held by the Landlords so that is equal to the current lawful rent that will apply for June 2026.
 - The remaining balance in the amount of \$45.63 will be paid by the Landlords to the Tenants on or before January 31, 2026.
6. The Landlords paid the Tenants one month's compensation as required by Section 48.1 of the *Residential Tenancies Act, 2006* on or before September 22, 2025. The Tenants did not cash the cheque and are still in possession of the cheque. The Tenants shall cash the cheque and if the cheque is not valid anymore, they will notify the Landlord. Within 10 days of receiving such notification the Landlords shall remit payment to the Tenants by e-transfer in the amount of \$2,100.00, thereby satisfying the one-month compensation requirement under section 48.1 of the *Residential Tenancies Act, 2006*.
7. The tenancy may terminate earlier than June 30, 2026, provided the Tenants give the Landlords at least 30 days' notice.
8. If tenancy terminates earlier than June 30, 2026, the last month rent deposit will apply to the last month of the tenancy.
9. If the tenancy terminates on February 28, 2026, the last month's rent shall be applied to the rent for February 2026. The Landlords shall return one month's rent to the Tenants within ten (10) days of receiving written notice from the Tenants confirming that they will vacate the unit on or before February 28, 2026.

On consent it is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated on June 30, 2026. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords 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 Landlords on or after July 1, 2026.
4. The Landlords shall apply the last month rent deposit to the month of June 2026 (i.e. for the period June 1, 2026 to June 30, 2026), which is the last rental period of the tenancy.

5. The tenancy may terminate earlier than June 30, 2026, provided the Tenants give the Landlords at least 30 days' notice.
6. If the tenancy terminates earlier than June 30, 2026, the last month rent deposit shall apply to the last month of the rental period and the Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before June 30, 2026, the Tenants shall pay to the Landlords compensation of \$69.04 per day for the use of the unit starting July 1, 2026 until the date the Tenants move out of the unit.

February 4, 2026
Date Issued

Floredana Ungureanu
Hearings Officer, 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 January 1, 2027 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.