



Order under Section 69 Residential Tenancies Act, 2006

Citation: MOJUMDAR v MEEKHAIL, 2026 ONLTB 14581

Date: 2026-02-19

File Number: LTB-L-100797-25

In the matter of: 945, 35 VIKING LANE
ETOBICOKE ON M9B0A2

Between: Subhash Mojumdar Landlord

And

Marlin Meekhail Tenant

Subhash Mojumdar (the 'Landlord') applied for an order to terminate the tenancy and evict Marlin Meekhail (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord and the Tenant attended the hearing.

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. The Tenant argued at the hearing that she was not the tenant of the rental unit, as it was her adult son that resided at the rental unit.
3. The written lease between the parties is clear: Marlin Meekhail is the only individual listed as a Tenant on the lease agreement. Her son is not mentioned in the lease and there is nothing indicating that she is intended as a guarantor. The agreement is between the Landlord and the Tenant, and therefore Ms. Meekhail clearly falls within the definition of "tenant" under section 2 of the Act: she had the right, pursuant to the lease, to occupy the rental unit in exchange for rent. The fact that she did not do so is not material, given the agreement between the parties.
4. The Tenant was in possession of the rental unit on the date the application was filed.

5. The Tenant vacated the rental unit on January 23, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
6. The lawful rent is \$2,350.00. It was due on the 1st day of each month.
7. The Tenant has paid \$1,250.00 to the Landlord since the application was filed.
8. The rent arrears owing to January 23, 2026, are \$7,104.24.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,350.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
11. Interest on the rent deposit, in the amount of \$48.40 is owing to the Tenant for the period from January 31, 2025, to January 23, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of January 23, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,891.84. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026, at 4.00% annually on the balance outstanding.

February 19, 2026

Date Issued

Jeremy Henderson

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated.

Rent Owing to Move Out Date	\$8,354.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,250.00
Less the amount of the last month's rent deposit	- \$2,350.00
Less the amount of the interest on the last month's rent deposit	- \$48.40
Total amount owing to the Landlord	\$4,891.84