



Order under Section 87 Residential Tenancies Act, 2006

File Number: LTB-L-035252-25

In the matter of: 201 ZIA DODDA CRES
BRAMPTON ON L6P1T4

Between: Dinesh Reddy Dontireddy Landlord

And

HARSHAN REDDY MUKKALA Former Tenant
AJAY REDDY MAYREDDY
OMAN REDDY MUKKALA

Dinesh Reddy Dontireddy (the 'Landlord') applied for an order requiring HARSHAN REDDY MUKKALA, AJAY REDDY MAYREDDY and OMAN REDDY MUKKALA (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 4, 2026 at 09:00 am.

The Landlord and the Tenant Omen Reddy Mukkala attended the hearing.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
4. These documents were served on December 28, 2025 by serving them to the Former Tenants at their current rental address.
5. The Former Tenants vacated the rental unit on December 1, 2024.
6. The application was filed within one year after the Former Tenants ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,900.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: $\$2,900.00 \times 12$, divided by 365 days.
10. The Former Tenants have not made any payments since the application was filed.
11. It was the Landlord's submission corroborated by the Former Tenant, that the Former Tenants had communicated an intent to vacate effective November 30, 2024 on November 7, 2024.
12. It was also the Landlord's testimony that they delayed advertising the rental unit until they had verified the Former Tenants had vacated owing to the Former Tenants having communicating intent to vacate prior, only to change their mind after the fact. This was corroborated by the Former Tenant.
13. Based on the above testimony, The Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on January 31, 2026.
14. Specifically, given the tenancy was month to month and the Former Tenants did not communicate their intent until November 7, 2024, pursuant to subsection 88(1) of the Act, the earliest termination date that could have been given would have been January 31, 2025.
15. I am also satisfied based on the above testimony that the Landlord did attempt to mitigate their losses pursuant to subsection 16, of the Act.
16. The rent arrears and daily compensation owing to are \$5,800.00.
17. Based on the above determination, The Former Tenant attempted to raise issue not previously disclosed or properly before me that they believed would offset the amount owing. However, due to lack of disclosure and the fact the one-year time limitation had past I refused to accept them.
18. The Former Tenant then testified that due to their current financial situation they were not in a position to pay the arrears in a reasonable amount of time.
19. The Landlord incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

Rent Deposit

15. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$5,800.00, which represents rent and compensation owing up to January 31, 2026.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$5,986.00*.
4. If the Former Tenants do not pay the full amount owing on or before February 28, 2026, the Former Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Kelly Delaney
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To	\$5,800.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,986.00