



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

File Number: LTB-L-102344-25

In the matter of: 1113, 390 QUEENS QUAY W
TORONTO ON M5V3A6

Between: Coal Harbour Properties Limited Partnership Landlord

And

Jash Shah Tenant
Neel Devang Desai
Veetrag Piyush Parekh

Coal Harbour Properties Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Jash Shah, Neel Devang Desai and Veetrag Piyush Parekh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026.

The Landlord's legal representative Nicole Ruby and the Tenant Jash Shah attended the hearing.

Preliminary Issue:

1. Mr. Jash Shah, one of the named Tenants, requested that the other two Tenants, Neel Devang Desai and Veetrag Piyush Parekh, be removed from the application on the basis that they no longer reside in the rental unit. Mr. Shah acknowledged that neither he nor the other Tenants ever informed the Landlord that Mr. Desai and Mr. Parekh had vacated the unit.
2. The Board must determine whether all three individuals named as Tenants remain in possession of the rental unit.
3. The leading authority on the meaning of "possession" in subsection 87(1) of the *Residential Tenancies Act* is *1162994 Ontario Inc. v. Bakker, Crane, Klemos & Holmes*, [2004] O.J. No. 2565 (Ont. C.A.). In *Bakker*, the landlord sought arrears of rent and termination of the tenancy against all four tenants who had signed the lease. By the time of the application, three tenants had moved out, and only one remained in the unit. The Tribunal ordered only the remaining tenant to pay the arrears.

4. The Court of Appeal held that, for the purpose of subsection 87(1), a tenant is “in possession” if there exists a sufficient connection between the tenant and the rental unit. The Court stated that “possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the rental unit.”
5. Based on the evidence presented at the hearing, I am not satisfied that Mr. Desai and Mr. Parekh are no longer in possession of the rental unit. Neither individual attended the hearing to provide evidence regarding their alleged departure from the unit. I draw an adverse inference from their absence. The only evidence before the Board was Mr. Shah’s oral testimony, which was unclear regarding both the timing of their departure and the circumstances under which they allegedly vacated.
6. Accordingly, I find that all three Tenants remain in possession of the rental unit and are jointly liable for any outstanding rent arrears.

Determinations:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$3,062.05. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$100.67. This amount is calculated as follows: $\$3,062.05 \times 12$, divided by 365 days.
11. The Tenant has paid \$98.36 to the Landlord since the application was filed.
12. The rent arrears owing to February 28, 2026 are \$12,135.61. This amount was not in dispute.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,999.09 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$103.45 is owing to the Tenant for the period from September 1, 2024 to February 12, 2026.

Relief from eviction

16. The Tenant testified that he is struggling financially, including issues with accessing investments. He is seeking a payment plan of rent on time plus \$900.00 towards arrears. There was no clear explanation from the Tenant why he fell into arrears other than issues with accessing money from his investments.
17. 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. I make this finding as I am not convinced that the Tenant will be able to pay the arrears and the tenancy does not appear to be viable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,321.61 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,365.06. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$100.67 per day for the use of the unit starting February 13, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 March 1, 2026.

February 17, 2026
Date Issued

Brett Lockwood
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 expires on September 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$12,233.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$98.36
Total the Tenant must pay to continue the tenancy	\$12,321.61

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$10,379.96
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$98.36
Less the amount of the last month's rent deposit	- \$2,999.09
Less the amount of the interest on the last month's rent deposit	- \$103.45
Total amount owing to the Landlord	\$7,365.06
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$100.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	