



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

File Number: LTB-L-108763-25

In the matter of: 204, 186 Church St. E.
Brampton, ON L6V 1H3

Between: MetCap Living Management Inc. Landlord

And

Tushar Shukla Tenants
Dimple Shukla

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tushar Shukla and Dimple Shukla (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 18, 2026.

The Landlord's Representative, Krizia Hernandez, and the Tenant, Dimple Shukla (DS), attended the hearing.

Preliminary Issue:

1. The Tenants' request to remove Tushar Shukla (TS) as a named Tenant from the application is denied for the reasons that follow.
2. DS testified that TS is no longer a Tenant of the rental unit since they separated. DS testified that TS has not lived at the rental unit for at least two years but then she said he has not lived here since November of 2019. DS could not provide a clear date when TS moved out of the rental unit. DS testified that she informed the resident manager verbally that they intend to remove TS as Tenant, but the resident manager told DS that to remove a tenant's name, the tenancy agreement must also end, and a new tenancy agreement would be signed at market rent. This led DS to continue with the tenancy as is.
3. The Landlord opposes removing TS as a named Tenant since there is no written record of a request to remove TS on consent of all parties. The Landlord provided the Tenants with an option to remove TS and move to market rent. The Tenants chose to keep the tenancy intact. The Landlord believes there is no reason to remove TS as a named Tenant.
4. In a joint tenancy, there is a single tenancy agreement, and the tenants are jointly and severally (individually) liable for the payment of the entire rent for the rental unit. There is

no evidence before me indicating the parties agreed to break the joint tenancy and transfer the tenancy to a single tenant. Accordingly, it would not be appropriate to remove TS as a named Tenant.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,352.82. It is due on the 1st day of each month.
4. The Tenant contests the lawful monthly rent, stating that the Landlord has increased rent unlawfully. An Above Guideline Increase (AGI) was granted by the Board on September 26, 2024 in LTB-L-079689-22. The Landlord had increased rent as per the guidelines on September 1, 2024, and the Landlord then asked the Tenant to pay increased rent starting from December 1, 2024, three months after an increase. DS believes this is contrary to the *Residential Tenancies Act, 2006* (the 'Act') and to the AGI order LTB-L-079689-22 which states the Landlord cannot increase rent more than once in a period of 12 months.
5. The Landlord believes there is no discrepancy in the rent increases. The rent increases go back to 2021, and the Landlord served proper Notice of Rent Increase (NORI) to the Tenants each year. The rent increase is based on what the Board approved in the AGI order. The Landlord submitted the NORIs from 2021 to 2025 to show that the lawful rent is as per the NORI's served on the Tenants. The Landlord also sent a letter to the Tenants dated November 27, 2024, giving them 120 days to pay the retrospective rent and to show that the rent increases based on the AGI have been applied to the Tenant's ledger.
6. Based on the evidence, I find that the lawful rent being claimed is accurate and there is no overcharging as claimed by the Tenants. I find that the Landlord's ledger is accurate.
7. Based on the Monthly rent, the daily rent/compensation is \$44.48. This amount is calculated as follows: $\$1,352.82 \times 12$, divided by 365 days.
8. The Tenants have paid \$2,606.22 to the Landlord since the application was filed.
9. The rent arrears owing to February 28, 2026, are \$2,407.34.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,267.90 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$12.47 is owing to the Tenants for the period from September 1, 2025, to February 18, 2026.

13. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.
14. The Tenant testified that she intends to move out of the rental unit but needs time to March 31, 2026, to find another place. Since the Tenant intends to move out and Landlord does not oppose it, I am granting the Tenant time to March 31, 2026, to either move out or pay the amounts claimed and continue with the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,593.34 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$3,946.16 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$760.79. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.48 per day for the use of the unit starting February 19, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.

February 24, 2026
Date Issued

Sheena Brar
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 October 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 Tenants 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	\$5,013.56
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,606.22
Total the Tenants must pay to continue the tenancy	\$2,593.34

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026:

Rent Owing to March 31, 2026	\$6,366.38
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,606.22
Total the Tenants must pay to continue the tenancy	\$3,946.16

C. Amount the Tenants must pay if the tenancy is terminated:

Rent Owing to Hearing Date	\$4,461.38
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,606.22
Less the amount of the last month's rent deposit	- \$1,267.90
Less the amount of the interest on the last month's rent deposit	- \$12.47
Total amount owing to the Landlord	\$760.79
Plus, daily compensation owing for each day of occupation starting February 19, 2026	\$44.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	