



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

File Number: LTB-L-086042-25-RV

In the matter of: 122 HIGHRIVER TRAIL
WELLAND ON L3C0H6

Between: Mandeep Sahi Landlord

And

Tayjah Reid Tenants
Stacey Powell

Review Order

Mandeep Sahi (the 'Landlord') applied for an order to terminate the tenancy and evict Tayjah Reid and Stacey Powell (the 'Tenant') because the Tenant did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-086042-25 issued on January 19, 2026 and based on a hearing that took place on January 6, 2026 where only the Tenants attended the hearing.

On January 23, 2026, the Landlord requested a review of the order.

On January 27, 2026 interim order LTB-L-086042-25-RV-IN was issued, staying the order issued on January 19, 2026.

This review and application was heard by videoconference on February 23, 2026.

The Landlord and the Tenants attended the hearing.

At the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. The Tenants consented to the Landlord's request to review. On this basis, I granted the review and heard the application de novo.
2. After taking submissions from both sides regarding the rent arrears and both parties dire financial circumstances, the parties requested the following order on consent.

L1 Application de novo

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. The Tenants confirmed receipt of the Landlord's N4 Notice via email on September 17, 2025.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Tenants have paid \$4,150.00 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$2,086.96. At the hearing, the parties agreed on the total amount of arrears and costs outstanding for the period of February 28, 2026 and the amount was different than the amount calculated based on the parties submissions at the hearing. The parties consented that \$20,963.52 in unpaid rent was owing.
7. The rent arrears owing to February 28, 2026 are \$20,963.52.
8. The application is amended to reflect that there is no last month's rent deposit.
9. 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 not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.

On consent, it is ordered that:

1. The request to review order LTB-L-086042-25 issued on January 19, 2026 is granted. The order is cancelled and replaced with the following order.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$23,763.52 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$26,563.52 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,363.52 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 May 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 5. **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 May 31, 2026.**
 6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$20,280.67. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
 7. The Tenants shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting February 24, 2026 until the date the Tenants move out of the unit.
 8. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 June 1, 2026.

March 2, 2026
Date Issued

Terri van Huisstede
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 December 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 March 31, 2026

Rent Owing To March 31, 2026	\$30,000.48
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,150.00
Less the amount of the credit that the Tenants are entitled to	- \$2,086.96
Total the Tenants must pay to continue the tenancy	\$23,763.52

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$32,800.48
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,150.00
Less the amount of the credit that the Tenants are entitled to	- \$2,086.96
Total the Tenants must pay to continue the tenancy	\$26,563.52

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

Rent Owing To May 31, 2026	\$35,600.48
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,150.00
Less the amount of the credit that the Tenants are entitled to	- \$2,086.96
Total the Tenants must pay to continue the tenancy	\$29,363.52

D. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$26,517.63
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,150.00
Less the amount of the credit that the Tenants are entitled to	- \$2,086.96
Total amount owing to the Landlord	\$20,280.67
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$92.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

