



AMENDED
Order under Section
Residential Tenancies Act, 2006
and Section 21.1 Statutory Powers Procedure Act

File Number: LTB-L-047385-25-AM

In the matter of: 17 Granville Crescent
CALEDONIA ON N3W0J5

Between: Nimmi Chaudhary Landlords
Dharmin Gajjar

And

Probir Sikder Tenants
Adhirangi Chatterjee

Nimmi Chaudhary and Dharmin Gajjar (the 'Landlords') applied for an order to terminate the tenancy and evict Probir Sikder and Adhirangi Chatterjee (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 application).

Nimmi Chaudhary and Dharmin Gajjar (the 'Landlords') also applied for an order to terminate the tenancy and evict Probir Sikder and Adhirangi Chatterjee (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant (L2 application).

This application was mediated by videoconference on October 22, 2025.

The Landlords attended with Legal Representative, Sarah Tarantino.

The Tenant, Probir Sikder, attended on behalf of both Tenants and did not speak with Tenant Duty Counsel prior to the mediation.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

This amended order is issued to correct a clerical error in the order issued on October 29, 2025. The error is bolded and highlighted for ease of reference. The rest of the order remains unchanged.

The parties agree to the following:

1. The lawful monthly rent is \$2,350.00. It is due on the 1st day of each month.
2. The total amount the Tenants owe to the Landlords is \$21,336.00 including arrears of rent (\$21,150.00) and costs (\$186.00) up to October 31, 2025.
3. The Landlords collected a last month's rent deposit of \$2,350.00 on November 1, 2024 and this deposit shall be applied to the rent for January 2026, the last month of the tenancy.
4. The Landlords waive all outstanding arrears of utility (water) charges.
5. The Landlords will provide all of the Tenants' mail to the Tenants by end of day October 22, 2025.
6. The Landlords will provide the Tenants with a mail key on or before October 26, 2025.
7. With proper notice, the Tenants will allow the Landlords to enter the rental unit on October 28, 2025 at 4:00pm for the purpose of changing the furnace filter.

On consent, it is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated and the Tenants must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after February 1, 2026.
4. The Tenants shall pay the Landlords \$21,336.00 representing arrears of rent (\$21,150.00) up to October 31, 2025 plus the application filing fee (\$186.00).
5. The Tenants shall pay the amount owing in paragraph 4 as follows:
 - \$800.00 on or before the 7th day of each month from February 7, 2026 up to and including September 7, 2027 totalling \$16,000.00.
6. If the Tenants do not make any of the required payments in full and by the applicable deadline, the balance owing in paragraph 4 will become due and the Tenants will start to owe interest. This will be simple interest calculated from the day following the breach at 4.00% annually on the balance outstanding.
7. If the Tenants pay the full amount owing in paragraph 5 above, the Landlords shall waive the remaining balance of the arrears of \$5,336.00.
8. The Tenants shall also pay the Landlords the rent for November 2025 and December 2025 in full, on time on or before the 1st day of each corresponding month.

9. If the Tenants do not pay the rent in paragraph 8 in full, on time, the rent arrears will be added to the end of the payment schedule in paragraph 5 above.
10. If the Tenants do not vacate the rental unit on or before January 31, 2026, the Tenants shall also pay the Landlords compensation of \$77.26 per day starting February 1, 2026 and continuing until the date the Tenants vacate the rental unit.

October 29, 2025
Date Issued

Angela McLaughlin
Hearings Officer, Landlord and Tenant Board

March 4, 2026
Date Amended

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 August 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.