



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bank of Montreal c/o Gowling WLG LLP v Raja, 2026 ONLTB 18296

Date: 2026-03-04

File Number: LTB-L-100746-25

In the matter of: 33 CHERRYTREE DR
BRAMPTON ON L6Y3L7

Between: Bank of Montreal c/o Gowling WLG LLP

Landlord

And

Ranhan Raja
Mathu Raja

Tenant

Bank of Montreal c/o Gowling WLG LLP (the 'Landlord') applied for an order to terminate the tenancy and evict Ranhan Raja and Mathu Raja (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 24, 2026. Only the Landlord's Representative, Jeffrey Kukla, attended the hearing.

As of 1:34 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.

Background

3. The property Landlord is a mortgagee that took possession of the rental unit after the former landlord defaulted on their mortgage. The Landlord submitted into evidence a copy of the judgment from the Ontario Superior Court of Justice.

4. Section 2(1) of the RTA states that a “landlord” includes:
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and
 - (c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent.
5. Subsection 48(2) of the *Mortgages Act* states that a person exercising rights under a mortgage who gives notice of termination of a tenancy shall be deemed to be a landlord under subsection 47(1).
6. Subsection 47(1) of the *Mortgages Act* states that a person who becomes the mortgagee in possession of a mortgaged residential complex which is the subject of a tenancy agreement between the mortgagor and a tenant or who obtains title to the residential complex by foreclosure or power of sale shall be deemed to be the landlord under the tenancy agreement.
7. Section 18 of the *Residential Tenancies Act* (the ‘Act’) states that covenants run with the land. What this means, is that a new landlord steps into the shoes of an old landlord.
8. On June 6, 2025, the mortgagee through their legal representative sent a “Notice of Change of Landlord & Notice of Attornment of Rents Direction to Pay” to “all tenants” in the rental unit. The letter and accompanying correspondence instructed the Tenants to make all further rents payable to the mortgagee in trust to the legal firm. The Tenants were instructed to provide particulars about the unit they occupy and the amount of rent payable. These documents were hand delivered to the rental units. By serving these documents, I am satisfied that the mortgagee became the “mortgagee in possession” within the meaning of section 47(1) of the *Mortgages Act* when they served these documents.
9. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to February 28, 2026, are \$20,800.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$23,586.00 if the payment is made on or before March 15, 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 March 15, 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 March 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,437.52. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting February 25, 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 March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 15, 2026, then starting March 16, 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 16, 2026.

March 4, 2026
Date Issued

Jane Dean
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 16, 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 March 15, 2026

Rent Owing To March 31, 2026	\$23,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,586.00

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

Rent Owing To Hearing Date	\$20,251.52
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,437.52
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	