



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093327-25

In the matter of: Upper, 142 WINSTON BLVD
CAMBRIDGE ON N3C1L9

Between: Dileep Addakula Landlord

And

Kayla Marie Mulunda Tenant
Alicia Pimentel-Barbosa
Tanaka Aaron Magama

Dileep Addakula (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Marie Mulunda, Alicia Pimentel-Barbosa and Tanaka Aaron Magama (the 'Tenant') because:

- the Tenants did not pay the rent that the Tenants owes (L1 Application); and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application)

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Dileep Addakula (the 'Landlord') also applied for an order requiring Kayla Marie Mulunda, Alicia Pimentel-Barbosa and Tanaka Aaron Magama (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The application was scheduled to be heard on February 26, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord's Legal Representative, Barrett M. Beaudoin, the Landlord, and the Tenants attended the hearing. The Tenants did not speak with Duty Counsel prior to mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

L1 Application

1. The Landlord served the Tenant with a 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: $\$2,300.00 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,301.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$10,236.92.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,300.00 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.
9. Interest on the rent deposit, in the amount of \$49.23 is owing to the Tenant for the period from February 20, 2025, to February 26, 2026.
10. The parties have mutually agreed to a non voidable order with an eviction date of April 30, 2026.

L2 Application

11. The parties agree that the Tenants owe the Landlord \$3,296.19 in unpaid utility charges incurred during the tenancy as follows:
12. Water services in the amount of \$1,028.61 for the period of April 2025 up to and including to February 2026;
13. Hydro services in the amount of \$1,289.08 for the period of April 30, 2025, up to and including February 27, 2026;
14. Gas services in the amount \$978.50 for the period of April 30, 2025, up to and including January 29, 2026.

On consent of the parties, It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the cost of filing the application and the cost of unpaid utilities up to and including February 28, 2026.
3. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the cost of filing the application and the cost of unpaid utilities less the last month's deposit and interest on the last month's rent deposit up to and including February 28, 2026.
4. As of the date of the hearing, the Tenant owes the Landlord \$11,036.00. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting February 27, 2026, to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 1, 2026.

March 5, 2026
Date Issued

Michelle Forrester
Hearings Officer, 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 of the Tenant expires on November 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 as the tenancy is terminated

Rent Owing To February 26, 2026	\$12,204.04
Application Filing Fee	\$186.00
Unpaid Utilities	\$3,296.19
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,301.00
Less the amount of the last month's rent deposit	-\$2,300.00
Less the amount of the interest on the last month's rent deposit	-\$49.23
Total amount owing to the Landlord	\$11,036.00
Plus daily compensation owing for each day of occupation starting February 27, 2026	\$75.62 (per day)