



Order under Section 69 Residential Tenancies Act, 2006

Citation: 592 Sherbourne LP, c/o Tricon Residential v Shah, 2026 ONLTB 19884

Date: 2026-03-09

File Number: LTB-L-104301-25

In the matter of: 5108, 25 SELBY ST
TORONTO ON M4Y0E6

Between: 592 Sherbourne LP, c/o Tricon Residential Landlord

And

Ayushi Ashit Shah Tenants
Shyam Khetani

592 Sherbourne LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Ayushi Ashit Shah and Shyam Khetani (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 26, 2026.

The Landlord's Agent Shakeyra Gordon, The Landlord's Legal Representatives Martin Zarnett and Faith McGregor and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Service of N4 Notice of Termination

1. At the commencement of the hearing the Tenants raised a preliminary issue alleging that they were not served with the Landlord's N4 Notice of Termination.
2. The certificate of service filed by the Landlord indicates that Shakeyra Gordon served the Tenants with the N4 Notice of Termination on November 6, 2025 by placing the document under the door of the rental unit.
3. Shakeyra Gordon testified that on November 6, 2025 she slid the N4 Notice of under the door fully into the Tenants' rental unit.
4. The Tenants initially testified that the document that they were served with on November 6, 2025 was a notice of entry and not a N4 Notice of Termination. Later the Tenants stated the document they received was a notice of hearing.

5. The Tenants did not produce into evidence the document they allegedly were served with on November 6, 2025.
6. On a balance of probabilities I am satisfied that the Landlord's N4 Notice of Termination was served on the Tenants as described in the certificate of service and the testimony of Shakeyra Gordon. The inconsistencies in the Tenants' testimony regarding what they received on November 6, 2025 leads me to prefer the evidence of the Landlord and their witness.

Preliminary Issue: Tenants' Section 82 Issues

7. At the hearing, the Tenants wanted to raise section 82 issues for me to consider regarding alleged maintenance issues regarding the rental unit and residential complex.
8. When the Tenants were asked whether they had served a list of section 82 issues on the Landlord and filed it with the Board, they stated that they had filed the materials with the Board, but had not served the Landlord. When asked why they had not, they indicated that they were dealing with their car being stolen and did not have time to do so.
9. Pursuant to section 82 of the Act, a tenant is permitted to raise any issue that could be the subject of an application if the tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the tenant could not comply. The Tenants did not meet the disclosure requirements of serving their list of section 82 issues and any evidence on the Landlords and filing with the Board seven days prior to the hearing. The Tenants did not provide a satisfactory response as to why they did not comply.
10. The Notice of Hearing is accompanied by documents, one of which includes a blank form that the Tenant can complete regarding maintenance or other Tenant issues. The documents also outline the disclosure requirements. The Tenant ought to have known their disclosure obligations to raise section 82 issues.
11. As such, I did not hear the Tenants' evidence regarding the issues of compensation that they believe they are entitled to. However, it should be noted that this does not preclude the Tenants from bringing their own application regarding these issues. They may wish to contact their local legal clinic to get advice in this regard.

L1 Application

12. 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.
13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$2,778.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$91.33. This amount is calculated as follows: \$2,778.00 x 12, divided by 365 days.

16. The Tenants have not made any payments since the application was filed.
17. The rent arrears owing to February 28, 2026 are \$13,890.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$2,778.00 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.
20. Interest on the rent deposit, in the amount of \$9.11 is owing to the Tenants for the period from January 1, 2026 to February 26, 2026.
21. The Tenants do not dispute the rental arrears and do not wish to maintain the tenancy, but seek a delayed termination requesting 30 days in which to vacate the rental unit.
22. The Tenants state that they were victims of identity theft which led to financial issues, additional they have been dealing with stress relating to immigration issues.
23. The Landlord seeks termination of the tenancy as soon as possible, as the tenancy only began on April 19, 2025 and the Tenants are in significant arrears. Additionally the Tenants have made not payments to the Landlord for some time.
24. I am not satisfied that a delayed eviction is appropriate in the circumstances. The Tenants have not made any 'good faith' payments to the Landlord since the application was filed. The Tenancy only began less a year ago and the arrears owing are substantial. Having 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 Tenants, I 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 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:**
 - \$16,854.00 if the payment is made on or before March 20, 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 20, 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 20, 2026.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,885.47. 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 \$91.33 per day for the use of the unit starting February 27, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 20, 2026, then starting March 21, 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 21, 2026.

March 9, 2026
Date Issued

Sean Ramage
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 21, 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 20, 2026

Rent Owing To March 31, 2026	\$16,668.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,854.00

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

Rent Owing To Hearing Date	\$13,486.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,778.00
Less the amount of the interest on the last month's rent deposit	- \$9.11
Total amount owing to the Landlord	\$10,885.47
Plus daily compensation owing for each day of occupation starting February 27, 2026	\$91.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	