



**Order Issued on Consent
Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-007133-26

In the matter of: 234 MAURICE DR
OAKVILLE ON L6K2X1

Between: Syed Taisir Khalil Landlord
Hira Safdar

And

RICKY KRIPALANI Tenant
A.K.A. 1001393881 ONTARIO INC
CELIA SHARKARAH JOHNSON

Syed Taisir Khalil and Hira Safdar (the 'Landlord') applied for an order to terminate the tenancy and evict RICKY KRIPALANI, A.K.A. 1001393881 ONTARIO INC and CELIA SHARKARAH JOHNSON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The 1st named Landlord, the Landlord's Legal Representative Erli Bregu, the 1st named Tenant and the Tenant's Legal Representative Vanessa Smith attended the hearing.

The Parties have mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

Adjournment Request:

1. The Tenant's Legal Representative Ms. Smith Ms. Smith requested an adjournment on the basis that she had been retained only the night before the hearing, March 2, 2026, and wished to obtain additional documents from the Tenant to support the assertion that the arrears forming the basis of the N4 had been paid. I note that the Tenant was not present at the time this request was made, although he did appear later at 10:12 a.m.
2. The Landlord's Legal Representative Mr. Bregu Mr. Bregu opposed the adjournment. He submitted that the Landlord was prepared to proceed and that any relevant documents should have been provided well in advance of the hearing date. He further argued that, given the arrears are close to the Board's maximum monetary jurisdiction, an adjournment

would be prejudicial to the Landlord. Mr. Bregu also noted that Ms. Smith did not notify him after being retained and that her first communication was at the hearing that morning. Had he been advised earlier, he might have had the opportunity to obtain instructions regarding an adjournment, but this was not done. He reiterated that the Landlord was ready to proceed.

3. After considering the submissions of both parties, I denied the adjournment request. I find that the Law Society rules are clear that, upon accepting a retainer, a representative must be prepared to proceed with the matter. I also agree with the Landlord that any supporting documents should have been provided in advance. There was no evidence before me that the Tenant had difficulty obtaining bank statements or other documents, nor was there any indication that the Tenant had attempted to request such documents prior to the hearing. The arrears date back to November 2024, and there was no reason why the Tenant could not have ordered the statements well ahead of time.
4. Furthermore, the arrears are close to the Board's maximum monetary jurisdiction, and I find that an adjournment would prejudice the Landlord. Pursuant to section 183 of the *Residential Tenancies Act*, the Board shall adopt the most expeditious method of determining the issues in a proceeding while still providing all persons affected with an adequate opportunity to understand the issues and be heard. I find that the Board has acted expeditiously in this matter and that an adjournment would not be appropriate in the circumstances.
5. For these reasons, the adjournment request was denied.

At the hearing, the parties agreed that:

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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$10,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$328.77. This amount is calculated as follows: \$10,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$43,000.00.
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 \$10,000.00 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 \$105.86 is owing to the Tenant for the period from September 1, 2025 to March 3, 2026.
10. The parties request the Board consider a voidable order with an extended termination date of March 18, 2026. This means that if, by March 18, 2026, the Tenant has fully paid all the outstanding arrears, they may remain in the rental unit, and the tenancy will continue. However, if on March 18, 2026, the Tenant has a balance owing on the outstanding arrears, the Tenant must vacate the rental unit and the tenancy is terminated.
11. 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 March 18, 2026, pursuant to subsection 83(1)(b) 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:**
 - \$43,186.00 if the payment is made on or before March 18, 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 18, 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 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$24,066.45. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$328.77 per day for the use of the unit starting March 4, 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 18, 2026, then starting March 19, 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 19, 2026.

March 10, 2026
Date Issued

Anthony Bruno
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 19, 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 18, 2026

Rent Owing To March 31, 2026	\$43,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$43,186.00

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

Rent Owing To Hearing Date	\$33,986.31
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$10,000.00
Less the amount of the interest on the last month's rent deposit	- \$105.86
Total amount owing to the Landlord	\$24,066.45
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$328.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	