



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-105651-25

In the matter of: 2, 166 ST. PIERRE ST
Windsor ON N8N1Y8

Between: Shashi Moodley (Moodley Holdings Inc.) Landlord

and

Lindsey Root Tenant
Wade Gale

Shashi Moodley (Moodley Holdings Inc.) (the 'Landlord') applied for an order to terminate the tenancy and evict Lindsey Root and Wade Gale (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's Representative, Cassandra Brito, attended the hearing.

As of 10:04 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. Although the Tenant had initially attended they disconnected from the videoconference line at approximately 9:36 a.m. Why the Tenant disconnected was not known.

The Landlord's Representative advised she called the Tenant after they disconnected but there was no answer and she did not leave a message. The Landlord's Representative also advised the Tenant had texted the Landlord earlier that morning and, on a screen shot of the bottom of the Notice of Hearing that said she should be prepared to stay all day, indicated that at this time she did not have all day to give.

The matter was held down to permit the Landlord to make further attempts to contact the Tenant.

As of 11:17 a.m. the Landlord's Representative advised she had emailed the Tenant and the Landlord had texted the Tenant three times and there had been no response.

Given the earlier communication from the Tenant to the Landlord, we found it more likely than not that the Tenant chose to disconnect from the hearing as opposed to experiencing a technical issue and/or being involuntarily disconnected.

Parties are able to send agents on their behalf and are further able to request rescheduling of a hearing 5 days in advance of the hearing date on consent or seek an adjournment at the outset of the hearing. There was no evidence any of these steps had been taken by the Tenant.

In the above circumstances, 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 Tenant was still in possession of the rental unit.
3. The Landlord's Representative testified the rent at the outset of the tenancy on July 1, 2023 was \$1,830.00, inclusive of an internet charge, that this increased to \$1,870.00 on July 1, 2024, and that rent increased again to \$1,911.00 on October 1, 2025. The Landlord's Representative confirmed Notices of Rent Increases were served for each of these increases.
4. Based on the uncontested evidence of the Landlord's Representative, we find the lawful rent is \$1,911.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$62.83. This amount is calculated as follows: \$1,911.00 x 12, divided by 365 days.
6. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2026, are \$18,055.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,800.00 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.
10. Interest on the rent deposit, in the amount of \$114.75 is owing to the Tenant for the period from July 1, 2023, to February 24, 2026.

Relief from Eviction

11. The Landlord sought an order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
12. The Landlord's Representative testified the Landlord has reached out to the Tenant to negotiate a payment plan and the Tenant responded they would not be making any further payments as the Landlord was seeking eviction. The Landlord's Representative was not aware of any reason to delay or deny eviction.

13. As the Tenant was not present or represented no other circumstances were presented.
14. We 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 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:**
 - \$20,152.00 if the payment is made on or before March 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,923.17. 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 \$62.83 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 27, 2026, then starting March 28, 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 28, 2026.

March 16, 2026
Date Issued

Harpreet Rindi
Member, Landlord and Tenant Board

Rebecca Case

Vice Chair, 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 28, 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 27, 2026

Rent Owing To March 31, 2026	\$20,966.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total the Tenant must pay to continue the tenancy	\$20,152.00

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

Rent Owing To Hearing Date	\$18,651.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$114.75
Total amount owing to the Landlord	\$15,923.17
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$62.83 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	