



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hardit Corporation v Shah, 2026 ONLTB 23070

Date: 2026-03-19

File Number: LTB-L-100268-25

In the matter of: 1107, 15 BROOKBANKS DR
TORONTO ON M3A2T1

Between: Hardit Corporation Landlord

And

Raghib Shah Tenant

Hardit Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Raghib Shah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agents Jason Brahanza and Sarita Kumar, the Landlord's Legal Representatives Faith McGregor and Martin Zarnett and the Tenant attended the hearing.

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 lawful rent is \$1,958.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.38. This amount is calculated as follows: \$1,958.13 x 12, divided by 365 days.
5. The Tenant has paid \$7,561.23 to the Landlord since the application was filed.

Amount of Arrears owing

6. The hearing centered on the amount of arrears alleged to be owing by the Tenant.

7. The Tenant disputes the alleged arrears owing as he was previously in arrears of rent and had settle all outstanding arrears in April, 2024. However, the Landlord has claimed for arrears prior to that date in this application.
8. The Tenant believes that the alleged arrears claimed by the Landlord are as a result of the Landlord charging the tenant twice each month for a parking space.
9. The Landlord submits that it is seeking arrears prior to 2024. However, the arrears sought arose after the Tenant had previously settled his prior arrears in April, 2024 as the Landlord had recently received two (2) Above Guideline Rent Increase Orders from the Board since that time being LTB-L-009255-23 issued July 14, 2025 and LTB-L-079545-22-AM issued July 15, 2025. These orders granted retroactive rent increases for 2022, 2023 and 2024.
10. Pursuant to Section 126(5) of the *Residential Tenancies Act, 2006* (the 'Act')

If an application is made under this section and the landlord has given a notice of rent increase as required, until an order authorizing the rent increase for the rental unit takes effect, the landlord shall not require the tenant to pay a rent that exceeds the lesser of,

(a) the new rent specified in the notice; and

(b) the greatest amount that the landlord could charge without applying for a rent increase.

11. Additionally, the Landlord also submitted a ledger for the period of January 2019 to February 2026 which shows the Tenant had only been paying for one parking space.
12. Based on the evidence before me I am satisfied on a balance of probabilities that the rent owing to February 28, 2026 are \$1,290.82.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,784.94 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.
15. Interest on the rent deposit, in the amount of \$5.85 is owing to the Tenant for the period from January 1, 2026 to February 26, 2026.
16. The Landlord seeks an order terminating the tenancy as soon as possible, due to the non-payment to rent and arrears owing.
17. The Tenant stated that he has resided in the rental unit with his family since 2006, and that if a determination is made that he owes rental arrears that he would pay them, but required approximately 30 days to do so.
18. I can understand the Tenant's confusion regarding the implementation of retroactive arrears based on two (2) Above Guideline Rent Increase Orders that were issued by the Board in July, 2025.

19. Having 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 April 30, 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:**
 - \$3,434.95 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,393.08 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$598.22. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$64.38 per day for compensation for the use of the unit starting February 27, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 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 19, 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 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 to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$10,810.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,561.23
Total the Tenant must pay to continue the tenancy	\$3,434.95

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$12,768.31
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,561.23
Total the Tenant must pay to continue the tenancy	\$5,393.08

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

Rent Owing To Hearing Date	\$8,567.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,561.23
Less the amount of the last month's rent deposit	- \$1,784.94
Less the amount of the interest on the last month's rent deposit	- \$5.85
Total amount owing to the Landlord	\$(598.22)
Plus daily compensation owing for each day of occupation starting February 27, 2026	\$64.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

