



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

File Number: LTB-L-001566-26

In the matter of: 5 FLEET STREET
BRANTFORD ON N3T3S8

Between: Gulshan Panag Landlord

And

Megan Pettit Tenant

Gulshan Panag (the 'Landlord') applied for an order to terminate the tenancy and evict Megan Pettit (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

Only the Landlord attended the hearing.

As of 1:50 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Unauthorized occupant remained in the rental unit

1. The Landlord stated that the original Tenant in the tenancy agreement vacated the rental unit and left his girlfriend, Megan Pettit, in the rental unit as an unauthorized occupant.
2. The Landlord stated that that Megan Pettit and the Landlord entered into an oral tenancy agreement for Megan Pettit to remain in the rental unit and assume the tenancy on a month-to-month term.
3. Section 104 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Miscellaneous new tenancy agreements

Assignment without consent

104 (1) If a person occupies a rental unit as a result of an assignment of the unit without the consent of the landlord, the landlord may negotiate a new tenancy agreement with the person. 2006, c. 17, s. 104 (1).

4. The Act defines a "tenancy agreement" as; "'tenancy agreement' means a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit; ('convention de location')"
5. The Act defines a "tenant" as; "'tenant' includes a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being"
6. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord and Megan Pettit, the former unauthorized occupant have entered into an oral tenancy agreement and Megan Pettit is a tenant as defined by the Act and properly named on this application.

Determinations:

7. 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.
8. As of the hearing date, the Tenant was still in possession of the rental unit.
9. The lawful rent is \$3,400.00. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 x 12, divided by 365 days.
11. The Tenant has paid \$2,150.00 to the Landlord since the application was filed.
12. The rent arrears owing to March 31, 2026, are \$8,800.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.
15. I have 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

16. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$8,986.00 if the payment is made on or before March 29, 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 29, 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 29, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,927.36. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$111.78 per day for the use of the unit starting March 13, 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 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 29, 2026, then starting March 30, 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 30, 2026.

March 18, 2026
Date Issued

Greg Brocanier
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 30, 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 29, 2026

Rent Owing to March 31, 2026	\$10,950.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Total the Tenant must pay to continue the tenancy	\$8,986.00

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

Rent Owing to Hearing Date	\$8,891.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,150.00
Total amount owing to the Landlord	\$6,927.36
Plus, daily compensation owing for each day of occupation starting March 13, 2026	\$111.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	