



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

**File Number:** LTB-L-010450-26

**In the matter of:** Basement Unit 1, 51 Bledlow Manor Dr  
Scarborough ON M1E1B1

**Between:** Avijit Barua Landlord

**And**

Jaydev Shrikrishna Acharya Tenant  
Stuti Patel

Avijit Barua (the 'Landlord') applied for an order to terminate the tenancy and evict Jaydev Shrikrishna Acharya and Stuti Patel (the 'Tenants') because: the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. (altogether, the L2 application)

This L2 application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's Legal Representative, Cuiwen Hu, and the Tenants attended the hearing. Aniruddha Barua Kabbya, who is the Landlord's son, was available to testify at the hearing but was not called forward.

The Tenants indicated they had wanted to consult with Tenant Duty Counsel (TDC) prior to the start of the hearing, but when this matter was called forward at 3:46 pm, TDC had not entered into the hearing room. The Tenants understood that TDC services are not guaranteed, and they confirmed they were prepared to proceed with the hearing nevertheless.

### **Determinations:**

1. The Tenants were in possession of the rental unit on the date the L2 application was filed and the tenancy is still active.
2. The L2 application is based on an N12 notice of termination that contains a termination date of March 31, 2026. The Landlord claims that he requires vacant possession of the rental unit for the purpose of residential occupation by the Landlord's son.
3. The monthly rent was confirmed by the parties as being \$700.00 per month due on the 1<sup>st</sup> day of every month. The parties also confirmed there is a last month rent (LMR) deposit of \$700.00 being held by the Landlord. The LMR deposit was collected on August 1, 2025 and no interest has been paid on that deposit to date.
4. The parties agreed that the N12 based application is to succeed and that the one-month compensation was paid by way of the Landlord waiving February 2026 rent.

5. Before me, the parties requested the following order on consent. I was satisfied the parties understood the terms and consequences of their joint submission.
6. The parties requested an interest calculation on the LMR deposit to August 31, 2026, as the parties agreed that September 30, 2026 would be the final termination date under the consent and the LMR deposit would be applied to the month of September 2026.
7. The parties also requested they be allowed to terminate earlier should the Tenants decide to leave before September 30, 2026. This term is reflected in the order below. If an earlier termination date does take place, it will be left to the parties to re-calculate the LMR interest and to adjust or finalize the rent account between them (not part of this order)
8. The interest owing on the LMR deposit from August 1, 2025 to August 31, 2026 will be \$17.23. See Table 1 in the postscript below for the calculation.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenants is to terminate in a final way on September 30, 2026.
2. The Tenants must move out of the rental unit on or before September 30, 2026.
3. If the rental unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the rental unit to the Landlord on or after October 1, 2026.
5. The Tenants may terminate the tenancy at any time before September 30, 2026, on the condition that the Tenants give the Landlord written notice at least ten (10) days prior to the date the Tenants intend to vacate the rental unit, and thereby terminate the tenancy.
6. The last month rent deposit of \$700.00 is to be applied to the last month of the tenancy and any interest owing thereupon shall be credited in favour of the Tenants.
7. As the Tenants continue to pay their monthly rents to the Landlord, the parties are directed to account separately for all amounts due, paid or credited up to the date the Tenants move out of the rental unit.
8. If either party does not pay the other party the full amount owing as a result of this order on or before September 30, 2026, the party who owes will start to owe interest. This will be simple interest calculated from October 1, 2026 at 4.00% annually on the balance outstanding.

**March 27, 2026**  
**Date Issued**

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Alex Brkic  
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 of the Tenant expires on April 1, 2027 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.

**Table 1 – LMR interest calculation – using September 30, 2026 as the termination date**

| <b>Year and interest %</b>       | <b>From</b>     | <b>To</b>         | <b>LMR amount</b> | <b># days</b> | <b>Interest on LMR</b> |
|----------------------------------|-----------------|-------------------|-------------------|---------------|------------------------|
| For Period ending in 2025 (2.5%) | August 1, 2025  | December 31, 2025 | \$700.00          | 153           | \$7.34                 |
| For Period ending in 2026 (2.1%) | January 1, 2026 | August 31, 2026   | \$707.34          | 243           | \$9.89                 |
|                                  |                 |                   |                   |               | \$17.23                |