



Order under Section 69 Residential Tenancies Act, 2006

Citation: INDIGOBLUE MORTGAGE INVESTMENT CORPORATION v YARLAGADDA, 2026
ONLTB 27653

Date: 2026-04-07

File Number: LTB-L-070031-25

In the matter of: 37 CALIPER RD
BRAMPTON ON L6P3R2

Between: INDIGOBLUE MORTGAGE INVESTMENT CORPORATION Landlord
Harry Singh

And

KARTHIK YARLAGADDA Tenant

INDIGOBLUE MORTGAGE INVESTMENT CORPORATION and Harry Singh (the 'Landlord') applied for an order to terminate the tenancy and evict KARTHIK YARLAGADDA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Further, the Landlord applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises, the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards, and the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Further, the Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on January 6, 2026.

The Landlord's agent Harry Singh and the Tenant attended the hearing.

Determinations:

L1 Application

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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 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 January 31, 2026, are \$11,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant denied that the arrears were owed, testifying that he had been rent to the previous owner, as the current Landlords were in fact *de facto* Landlords as mortgagees in possession. The Tenant was provided notice of same on July 3, 2025, however, the Tenant stated that he was told by the previous owner to pay the rent to him as he believed the Landlord and had only been in talks with the former owner. I was satisfied based on the evidence provided by the Landlord's agent that the Landlord is the Tenant's Landlords as exhibited by the documents provided and the arrears as claimed are ordered to be paid by the Tenant.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated as of April 30, 2026.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. On August 2, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served that same date. The notice of termination contains the following allegations:

1. July 22, 2025 – the Tenant changed the lock with the Landlord's consent and failed to provide a replacement key to the Landlord. A bed was placed in the dining area and in a living room. A group of individuals were residing in the premises and damaging property. The Tenant is also using the unit as a short-term rental without a license.
13. The Landlord's agent testified that on July 22, 2025, he had conducted an inspection of the unit only to learn that the Tenant had changed the locks of the unit, with the help of the previous owner of the residential complex. On May 31, 2025, the Landlord's agent had learned that the former owner was living in the unit, amongst a number of other people who had set up a bedroom in the unit's dining room.
14. The Landlord testified that as mortgagee in possession, he had wanted to change all the locks in the residential complex and provide new keys to the tenanted units, including the Tenants. The Landlord testified that the Tenant has since changed the locks since this incident.
15. Overall, the Landlord's position was that the Tenant and the former owner were interfering with his use of the residential complex, as the Tenant and the former owner would try to confuse the Landlord as to why the actual occupants and tenants were in the unit. The Tenant would refuse entries, declaring that the Landlord was not a landlord.
16. The Tenant testified that he has rented the unit since 2022 and that he is truck driver. He testified that he would let people stay in his unit, which is not illegal. The Tenant testified that the Landlord changed his lock while he was away and never giving him a new key. The Tenant testified that the former owner told him that he is still the owner of the building and that due to an incident where the former owner was able to get people to leave the building, he believed the former owner to still own the residential complex. This was despite various legal notices that were provided to him, which the Tenant acknowledged in cross-examination.
17. The Tenant did not stop the conduct or activity correct the omission within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). The Tenant continued to disallow the Landlord from inspecting the unit.
18. The Landlord did proceed with his other claims under this application, that being the N6 notice of termination, and the applications under s. 88.1 and 89 of the Act and those portions of the Landlord's claim are dismissed.

Section 83 Considerations

19. The Tenant appears to have been working with the former owner to interfere with the mortgagee in possession's efforts to try to either sell or rent the residential complex. As such, the tenancy is not viable, and that should the Tenant not void the Landlord's L1 application on or before April 18, 2026, the tenancy is terminated as of April 30, 2026.
20. 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.

It is ordered that:

L1 Application

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:**
 - \$17,286.00 if the payment is made on or before April 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 April 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 April 18, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,060.82. 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 \$62.47 per day for the use of the unit starting January 7, 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 April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 18, 2026, then starting April 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 April 19, 2026.

L2 Application

10. Should the Tenant void the Landlord's L1 application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
11. 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.

12. 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.

April 7, 2026
Date Issued

Jagger Benham
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 October 19, 2026 (or October 31, 2026 if the L1 order is voided), 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 April 18, 2026

Rent Owing To April 30, 2026	\$17,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,286.00

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

Rent Owing To Hearing Date	\$9,874.82
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,060.82
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	