



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

File Number: LTB-L-007185-26

In the matter of: 711, 3610 DIXIE RD
MISSISSAUGA ON L4Y0H3

Between: KILLAM APARTMENT REIT Landlord

And

JOEL MOHAN Tenant

KILLAM APARTMENT REIT (the 'Landlord') applied for an order to terminate the tenancy and evict JOEL MOHAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 9, 2026.

The Landlord's legal representative Eshita Mongia 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$1,949.35. It was due on the 1st day of each month.
5. The Tenant has paid \$250.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$3,648.70. This amount was not in dispute.
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 parties previously entered into a payment plan to address the outstanding arrears however, the Tenant breached that agreement by failing to remit the full payment when it became due on March 10, 2026.
10. The Landlord seeks a standard order for the payment of interest, while the Tenant requests that interest not commence until October 2027.
11. I find it appropriate to order that interest commence 11 days after the issuance of this order. Although the parties had agreed to a payment plan that effectively delayed the accrual of interest, the Tenant breached that agreement by failing to make the first payment in full. In the circumstances, I do not find it appropriate to grant the Tenant additional time to pay in light of this prior breach

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,834.70. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026
Date Issued

Brett Lockwood
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$3,898.70
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$250.00
Total amount owing to the Landlord	\$3,834.70