



**Order under Section 87 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-042805-25

In the matter of: 42 LOCKWOOD RD
BRAMPTON ON L6Y4T7

Between: Dipali Bendale Landlord
Akshaykumar Bendale

And

Devanshu Bagga Former Tenant
Usha Bagga

Dipali Bendale and Akshaykumar Bendale (the 'Landlord') applied for an order requiring Devanshu Bagga and Usha Bagga (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Dipali Bendale and Akshaykumar Bendale (the 'Landlord') applied for an order requiring Devanshu Bagga and Usha Bagga (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 18, 2026.

The Landlord's legal representative, Shama Rehman, the Landlords and the Former Tenants attended the hearing.

Preliminary:

Landlord request to amend application

1. At the hearing the Landlord requested to amend the application to reduce the arrears indicated at the time the Landlord file the application with the Board. The Landlord's legal representative stated that the Former Tenant had made payments and reduced the amount owing from \$26,995.00 to \$21,215.00 for the period up to June 2, 2024.
2. The Former Tenant did not object to the amendment.
3. Pursuant to section 15.4 of the LTB Rules of Procedure on amending applications, I find it reasonable and not prejudicial to the Former Tenant to accept the amendment the day of

the hearing and the Landlord's request is granted. The application is amended and reflected in this order.

Determinations:

4. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing and using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
6. These documents were served on January 12, 2026 by mailing the documents to the Former Tenants current address.
7. The Former Tenant vacated the rental unit on June 2, 2024.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.
8. The lawful rent was \$3,000.00. It was due on the 1st day of each month.

Rent arrears owing

9. The Landlord claims the rent arrears owing to June 2, 2024 are \$21,215.00.
10. The Former Tenant does not dispute the Landlord's claims.
11. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for rent arrears owing in the amount of \$21,215.00 up to June 2, 2024.
12. The Landlord collected a rent deposit of \$2,800.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
13. Interest on the rent deposit, in the amount of \$221.51 is owing to the Former Tenant for the period from February 1, 2022 to June 2, 2024.

Compensation unpaid utilities

15. The Landlord claims the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement.

16. The Landlord claims they incurred reasonable out-of-pocket expenses of \$3,251.98 as a result of the Former Tenant's failure to pay the utility costs.
17. The Former Tenant disputed the Landlord's claim.
18. The Landlord submitted evidence to support the Landlord's claim (DOC-7594429, DOC-7594418).
19. I find the Landlord has not proved the allegations for the utilities the Landlord claims is owed by the Former Tenant. The Landlord led with conflicting evidence of amounts owed and there are discrepancies in the Landlord's claims for the amounts owed and the periods for the Landlord's claims.
20. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has not proved the allegations for unpaid utilities, therefore this portion of the Landlord's application must be dismissed.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$21,215.00, which represents rent and compensation owing up to April 1, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,021.51 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$18,379.49*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Former 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

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To April 1, 2025	\$21,215.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$221.51
Total amount owing to the Landlord	\$18,379.49