



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

**File Number:** LTB-L-026233-25

**In the matter of:** 5637 LONGBOAT AVE  
MISSISSAUGA ON L5M7E5

**Between:** Jatinder Singh Kaknia Landlord  
Parminder Kaur Lubana

**And**

Shaista Mohamed Zoheb Machiwala Former Tenant  
Mohamed Zoheb Abdul Kadar Machiwala

Jatinder Singh Kaknia and Parminder Kaur Lubana (the 'Landlord') applied for an order requiring Shaista Mohamed Zoheb Machiwala and Mohamed Zoheb Abdul Kadar Machiwala (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Jatinder Singh Kaknia and Parminder Kaur Lubana (the 'Landlord') applied for an order requiring Shaista Mohamed Zoheb Machiwala and Mohamed Zoheb Abdul Kadar Machiwala (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 January 29, 2026.

The Landlord, the Landlord's legal representative, Vijayant Sood, and the Former Tenant attended the hearing.

**Determinations:**

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing 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.
3. These documents were served on December 19, 2025, by handing it to an individual at the Former Tenant's current address.
4. The Former Tenant vacated the rental unit on August 8, 2024.

5. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

6. The lawful rent was \$3,280.00. It was due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$107.84. This amount is calculated as follows:  $\$3,280.00 \times 12$ , divided by 365 days.
8. The Former Tenant has not made any payments since the application was filed.
9. The tenancy ended on August 8, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
10. The rent arrears and daily compensation owing to August 8, 2024, are \$11,380.28. The Former Tenant did not dispute that amount the Landlord is claiming.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for unpaid utility costs

12. The Former Tenant did not dispute the Landlord's claim for unpaid utilities. The Landlord entered a copy of the lease signed by the parties indicating the Former Tenant was responsible for utilities in the rental unit and a copy of the unpaid utility bills.
13. Based on the undisputed evidence of the Landlord, I find the Former Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement and the Landlord incurred reasonable out-of-pocket expenses of \$1,008.13 as a result of the Former Tenant's failure to pay the utility costs.

Rent Deposit

14. The Landlord collected a rent deposit of \$3,200.00 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.
15. Interest on the rent deposit, in the amount of \$135.23 is owing to the Former Tenant for the period from December 1, 2022 to August 8, 2024.

**It is ordered that:**

1. The Former Tenant shall pay to the Landlord \$11,380.28, which represents rent and compensation owing up to August 8, 2024.
2. The Former Tenant shall also pay to the Landlord \$1,008.13, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.

3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$3,335.23 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.
5. The total amount the Former Tenant owes the Landlord is \$9,239.18\*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before April 24, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.

**April 13, 2026**  
**Date Issued**

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Colin Elsby  
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 August 8, 2024                    | \$11,380.28  |
| Utility Costs                                                    | \$1,008.13   |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$3,200.00 |
| Less the amount of the interest on the last month's rent deposit | - \$135.23   |
| Total amount owing to the Landlord                               | \$9,239.18   |