



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-108064-25-AM

In the matter of: 1302, 3975 GRAND PARK DR
MISSISSAUGA ON L5B0K4

Between: 1001397494 Ontario Corporation Landlord

And

SANGITA TULSIANI Tenant

1001397494 Ontario Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict SANGITA TULSIANI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's agents, Suhaib Al-Janabi and Yasmin Hashim, and the Tenant attended the hearing.

This is an amended order to correct a clerical error made on the original order issued on April 14, 2026. All changes are made in bold and underlined.

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. As of the hearing date, the Tenant was still in possession of the rental unit.

What is the lawful rent

3. The parties agreed the Landlord purchased the rental unit on or about mid-November 2025. The Landlord testified that the document they had showed the Tenant's lawful rent was \$3,050.00 per month. The Tenant did not agree with this. The Tenant testified that when she originally signed the lease agreement in February 2023, her lawful rent was \$3,050.00 per month, but because she had paid her first year up front, the former landlord agreed to reduce her rent to \$2,700.00. The said she continued to pay \$2,700.00 until the Landlord took over possession of the rental unit. I find on a balance of probability; the lawful rent is \$3,050.00. I make this finding because the parties agreed that the Tenant had paid \$3,050.00 per month for her first year of tenancy. The Tenant was unable to establish her version of events is true. The Tenant said the rent changed to \$2,700.00 and this was all done verbally with the former landlord. I asked the Tenant to provide me with any evidence to substantiate that she paid the former landlord \$2,700.00 for rent and she was unable to adduce any documentary evidence to support her claim. I would have reasonably expected the Tenant to submit into evidence any proof that she paid the former landlord this amount. Instead, the Tenant testified her ex-partner was responsible for paying the former landlord and that he was out of the country. When I said he may have appeared virtually, the Tenant said that she is no longer on speaking terms with her ex-partner. The Tenant's statements were inconsistent and therefore, not very credible.
4. The lawful rent is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed. Although the parties agreed that the Tenant had sent the Landlord \$10,800.00 five days prior to the hearing, this amount was not cleared by the Landlord, but should this amount go through successfully, the Landlord will deduct it from the total outstanding.
7. Therefore, the rent arrears owing to April 30, 2026 are **\$15,250.00.**
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

No last month rent deposit

9. The Landlord testified they do not hold a last month rent deposit. The Tenant testified she paid a last month rent deposit in the amount of \$3,050.00, however she did not have any evidence to substantiate this as her ex-partner was the one responsible for paying it. I find there is no last month's rent deposit. The Tenant in her own testimony said she was not privy to any of the dealings related to rent or deposit payment and that this was all taken care of by her ex-partner. Furthermore, neither party was able to provide the Board with the original lease agreement, which ought to have shown if a last month rent deposit was collected. The Landlord purchased the property via tax sale and was not provided a copy of the lease, but the Tenant ought to have one in her possession and may have provided this into evidence to support her position that a last month rent deposit was in fact paid.

Relief from eviction

10. The Tenant requested that should the Board grant the Landlord's application, to provide her with relief from eviction in the form of a delayed eviction, giving her up until June 30, 2026 to vacate the rental unit. The Landlord was agreeable to a delayed eviction, but not until June 30, 2026. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant lives in the rental unit with her daughter, who currently attends post-graduate studies. By delaying eviction to June 30, 2026, I am allowing the Tenant's daughter to finish the school year while still residing in the rental unit. Also, the parties agreed the Tenant made a \$10,800.00 payment, should this amount clear, there will be little prejudice on the Landlord for this delay.

It is ordered that:

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:**

- **\$15,436.00** if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- **\$18,486.00** if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- **\$21,536.00** if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,188.16. 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 \$100.27 per day for the use of the unit starting April 9, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

April 14, 2026

Date Issued

April 21, 2026

Date Issued

Vishal Nanda

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 January 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.

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 30, 2026

Rent Owing To April 30, 2026	\$15,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	<u>\$15,436.00</u>

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$18,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	<u>\$18,486.00</u>

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$21,350.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	<u>\$21,536.00</u>

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

Rent Owing To Hearing Date	\$13,002.16
Application Filing Fee	\$186.00
Total amount owing to the Landlord	<u>\$13,188.16</u>
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$100.27 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	