



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

File Number: LTB-L-010498-26

In the matter of: 601, 920 INVERHOUSE DR
MISSISSAUGA ON L5J4B5

Between: Interrent Holdings Manager LP Landlord

And

Siddharth Dhadwal Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Siddharth Dhadwal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 23, 2026.

The Landlord's Legal Representative, J. Best, and the Tenant attended the hearing.

Determinations:

Lawful Rent

1. The Tenant disputed the rent arrears owing as he believes that the lawful rent is only \$3,040.00, which includes his rent of \$2,925.00 plus \$115.00 for a parking spot. He stated that when he moved into the unit in June 2024 his monthly rent was \$2,925.00 and in September 2024 he added a parking spot at a cost \$115.00. He asserted that although he received a Notice of Rent Increase (N1) effective for June 1, 2025, at that time he contacted the Landlord's office and negotiated a new rental amount but he has yet to receive a new lease to sign from them. He also stated that their agreement was for the rent to be reduced to \$2,700.00 per month provided he cleared the outstanding balance on his rent ledger at that time. However, he stated that he disputed the outstanding balance as the ledger included two charges of \$186.00 related to previous applications before the LTB which he has not received clarification or proof for these charges.
2. The Landlord's Legal Representative submitted that there had been two prior applications for non-payment of rent before the LTB, namely LTB-L-008545-25 and LTB-L-020034-25, as shown on the Tenant's ledger (DOC-7823620). She stated that in both of those instances, the Tenant made an undesignated payment at the end of a month, which covered the amount in arrears, any new rent owing, and the application fee leaving him in

a credit, so by application of law those matters had to be discontinued. She also stated that in each case, it resulted in the accruing rent for the next month being paid short.

3. The Landlord's Legal Representative's submissions with respect to the prior L1 applications before the LTB are correct. Subsection 74(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that:

An application by a landlord under section 69 for an order terminating a tenancy and evicting the tenant based on a notice of termination under section 59 shall be discontinued if, before the Board issues the eviction order, the Board is satisfied that the tenant has paid to the landlord or to the Board,

(a) the amount of rent that is in arrears under the tenancy agreement;

(b) the amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given; and

(c) the landlord's application fee.

4. Therefore, in accordance with subsection 74(2) of the Act when there is an application before the LTB for non-payment of rent and a tenant pays an amount in any given month that clears the arrears, new rent and fee, the application shall be discontinued. In this case, as per the Tenant's rent ledger, he made a payment on January 30, 2025 putting him in a credit balance, and a payment on March 31, 2025 again putting him in a credit balance. This resulted in those two Landlord applications at the LTB being discontinued. Therefore, the Landlord was entitled to add charges of \$186.00 to the Tenant's ledger.
5. The Landlord's Legal Representative further stated that the Tenant's lawful rent at the commencement of the tenancy on June 1, 2024 was \$2,984.69 and that he paid \$2,925.00 as a result of a 2% prompt payment discount. In support she provided a copy of the written Residential Tenancy Agreement (Standard Form of Lease) (the 'Agreement') into evidence (DOC-7823592). She also stated that the Tenant's parking charge was \$117.34 and subject to the prompt payment discount thus it would be \$115.00. She confirmed that the N1 provided to the Tenant in 2025 was a 2.5% guideline increase based on the lawful rent of \$3,102.03 (\$2,984.69 + \$117.34) and stated that the increased rent as of June 1, 2025 was \$3,179.57 (\$3,102.03 x 1.025).
6. Upon review of the parties Agreement, I was satisfied that the lawful rent as of June 1, 2024 was \$2,984.69 and that the Tenant was entitled to a prompt payment discount of 2% (\$2,925.00) as per section 7, if rent is received in full on or before the date the rent is due.
7. Based on the uncontested evidence before me the Tenant added a parking spot as of September 2024 which increased his lawful rent by \$117.34, but also allowed a 2% discount for prompt payment on the parking amount bringing it to \$115.00. Additionally, there was no dispute that a N1 was provided to the Tenant in 2025 increasing the rent by the lawful guideline amount for that year being 2.5%. The Tenant asserted that the Landlord had failed to provide a new negotiated lease for a lesser amount after their conversation. However, by his own admission the Tenant did not clear the balance owing

on the rent ledger as requested by the Landlord as part of this negotiation because he disputed the amount owing. Given this, I was satisfied that there was no meeting of the minds between the parties, thus there can be no agreement. Since there was no agreement, the N1 stands as served and the Tenant is required to pay the lawfully increased rent amount.

8. Consequently, I find that the lawful rent is \$3,179.57 as of June 1, 2025. There was no dispute that rent is due on the 1st day of each month.

L1 application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. Based on the Monthly rent, the daily rent/compensation is \$104.53. This amount is calculated as follows: \$3,179.57 x 12, divided by 365 days.
12. The Tenant has paid \$6,080.00 to the Landlord since the application was filed.
13. The rent arrears owing to April 30, 2026 are \$1,465.03.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,925.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$128.49 is owing to the Tenant for the period from May 30, 2024 to April 23, 2026.

Relief From Eviction

17. 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 May 30, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Landlord's Legal Representative requested a standard eleven day eviction order.
19. The Tenant stated that he is a student and not currently working. He requested two months to clear any amounts found to be owing.
20. The rent arrears accrued as a result of the Tenant not paying the lawful increase since June 2025, which was almost one year ago. The Landlord is holding a last month's rent deposit. Therefore, in these circumstances, I find that it would only be fair to delay the termination or void date by one month to the end of May 2026.

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:**
 - \$1,651.03 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$4,830.60 if the payment is made on or before May 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 May 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 May 30, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,177.84. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$104.53 per day for compensation for the use of the unit starting April 24, 2026 until the date the Tenant moves out of the unit.
 6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before May 30, 2026, then starting May 31, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 31, 2026.

April 30, 2026
Date Issued

Lisa Del Vecchio
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 November 30, 2026 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	\$7,545.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.00
Total the Tenant must pay to continue the tenancy	\$1,651.03

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

Rent Owing To May 31, 2026	\$10,724.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.00
Total the Tenant must pay to continue the tenancy	\$4,830.60

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

Rent Owing To Hearing Date	\$6,769.65
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,080.00
Less the amount of the last month's rent deposit	- \$2,925.00
Less the amount of the interest on the last month's rent deposit	- \$128.49
Total amount owing to the Landlord	\$(2,177.84)
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$104.53 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	