



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

File Number: LTB-L-090015-25

In the matter of: 313 CLOCKWORK DR
BRAMPTON ON L7A5C5

Between: DANIEL SUKHU Landlords
AMIRAH BACCHUS

And

MUHAMMAD SHEHZAD Tenant

Daniel Sukhu and Amirah Bacchus (the 'Landlords') applied for an order to terminate the tenancy and evict Muhammad Shehzad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

What is the lawful rent?

1. The Landlords and Tenant disagree on the amount of lawful rent.
2. An oral tenancy agreement was negotiated on behalf of the Tenant, by the Tenant's agent Praimraj "Prim" Chansingh (the 'agent'). The extent of the relationship between the agent and the Tenant was not totally clear, however the Tenant did not dispute that he had authorized the agent to negotiate the tenancy on his behalf.
3. The Landlords and the agent negotiated rent of \$3,200 per month for the rental unit. From the commencement of the tenancy in January 2025, to the end of July 2025, the Landlords were paid \$3,200 per month. For each of those seven months, the Tenant paid \$2,600 and their agent paid \$600. The Landlords applied the \$600 payments to the rent.

4. The Tenant believes the rent is \$2,600 per month and he claims to have been unaware of his agent supplementing the rent, but there is no evidence that the Tenant contacted the Landlords to question the rent amount when the N4 was issued.
5. Neither party called the agent as a witness. At the hearing there was some dispute between the parties about which ought to have done so. Eventually, the Landlords agreed to call the agent, and the hearing was stood down for that purpose. However, the Landlords were unsuccessful in their attempts to contact this individual.
6. I prefer the Landlords' evidence. The evidence from the Landlords is direct evidence regarding the agreed upon rent because they negotiated the terms of the tenancy with the agent, whom the Tenant had authorized to act on his behalf. Moreover, their evidence was supported by receipts of the e-transfers received from the agent. The Tenant, on the other hand, had no direct knowledge of the negotiations regarding the amount of rent. Although the Landlords eventually agreed to call the agent, it was the Tenant who engaged the agent to negotiate for them, and so I would have thought that the Tenant would be at least as equally responsible as the Landlord for calling the agent as a witness, if not more so.
7. Section 113 of the Residential Tenancies Act, 2006 (the 'Act') says that the lawful rent is the rent first charged for the rental unit. I find it is more likely than not the Landlords, and the Tenant through their authorized agent, agreed to monthly rent of \$3,200 and that this amount was paid for the first seven months of the tenancy. I find the lawful rent to be \$3,200 per month.

L1 Application

8. The Landlords 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
12. The Tenant has paid \$7,800.00 to the Landlord since the application was filed.
13. The rent arrears owing to April 30, 2026, are \$16,400.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from Eviction

16. The Landlords are seeking a standard eviction order. They are experiencing financial hardship and are unable to keep up with the mortgage payments on the rental unit.
17. The Tenant seeks to preserve the tenancy and submits that he lives in the rental unit along with his spouse and four teenaged children. The Tenant agrees that his rent is in arrears, and he paid no rent for the months of October, November, and December. The Tenant got behind in the rent when he was unable to work because of health issues. He has now returned to work. The Tenant submits that he is willing to pay three months of rent arrears, but only in the amount of \$2,600 per month, for a total of \$7,800.
18. As the Tenant does not accept the lawful rent amount, it would be unfair to the Landlords to continue the tenancy with a monthly shortfall of \$600.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until May 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords 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:**
 - \$19,786.00 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,753.73. 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 \$105.21 per day for the use of the unit starting April 14, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

May 6, 2026
Date Issued

Heather Woodside
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 December 1, 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 May 31, 2026

Rent Owing To May 31, 2026	\$27,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,800.00
Total the Tenant must pay to continue the tenancy	\$19,786.00

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

Rent Owing To Hearing Date	\$22,367.73
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,800.00
Total amount owing to the Landlord	\$14,753.73
Plus, daily compensation owing for each day of occupation starting April 14, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	