



Order under Section 69 Residential Tenancies Act, 2006

Citation: CLC 200 Old Carriage v Kundra, 2026 ONLTB 36037

Date: 2026-05-08

File Number: LTB-L-062419-25

In the matter of: 507-A, 200 OLD CARRIAGE DR
KITCHENER ON N2P0C7

Between: CLC 200 Old Carriage Landlord

And

Aryan Kundra Tenant

This order was heard and drafted for issue in October 2025. Due to a clerical error, the order was never issued. This order is being issued to replace that order.

CLC 200 Old Carriage (the 'Landlord') applied for an order to terminate the tenancy and evict Aryan Kundra (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 1, 2025.

Only the Landlord's legal representative, S. Murtadha, attended the hearing.

As of 9:51 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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.
3. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2025 are \$5,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord requests a standard termination order. The Landlord's legal representative said that the Tenant receives notices of the amount of arrears owing every month from the Landlord, and the notices inform the Tenant to reach out to the Landlord to work out a repayment plan. She said that there has been no response from the Tenant to any of the Landlord's notices.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act for the following reasons. The Tenant has not paid any rent for six months, and they have not attempted to communicate with the Landlord about repayment, despite numerous communications from the Landlord. The arrears are now double what they were when the application was filed, and I find that it is prejudicial to the Landlord for the tenancy to continue.

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:**
 - \$12,386.00 if the payment is made on or before May 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. **Due to the lapse of time caused by the clerical error, in failing to issue the original order in October 2025, the amount owing does not take into consideration any payments that might have been made since October 2025, when the order was intended to be issued.**
4. 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 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 19, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,418.88. 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.

7. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting October 2, 2025 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before May 19, 2026, then starting May 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 20, 2026.

May 8, 2026
Date Issued

Nancy Morris
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 20, 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 19, 2026

Rent Owing To May 31, 2026 (minus any payments that were made since October 2025)	\$12,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,386.00

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

Rent Owing To Hearing Date	\$4,232.88
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,418.88
Plus daily compensation owing for each day of occupation starting October 2, 2025	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	