



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015349-26

In the matter of: 1803, 480 FRONT ST W
TORONTO ON M5V0V5

Between: Del Condominium Rentals inc Landlord

And

Dhillon Jaggernauts Tenant

Del Condominium Rentals inc (the 'Landlord') applied for an order to terminate the tenancy and evict Dhillon Jaggernauts (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 30, 2026, where parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's legal representative Edwin Sadasivam and the Tenant participated in the mediation. The Tenant didn't speak with Tenant Duty Counsel.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a 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 \$4,727.81 It is due on the first day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$155.43. This amount is calculated as follows: $\$4,727.81 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 is \$18,636.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,500.00 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.
9. The Interest to June 30, 2026 on the rent deposit is \$215.03 and is owed to the Tenant.
10. The Tenancy between the Landlord and the Tenant is terminated on June 30, 2026 on a non-voidable basis.

It is ordered on Consent that:

1. The tenancy between the Landlord and the Tenant is terminated on June 30, 2026. The Tenant must move out of the rental unit on or before June 30, 2026.
2. 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.
3. 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.
4. The Landlord shall apply the last month rent deposit to the total arrears owing until April 30, 2026. This total amount is reflected in paragraph 5 of this order.
5. The Tenant shall pay to the Landlord \$13,920.97 which represents arrears of rent for the period ending April 30, 2026, less the remaining balance of interest on the rent deposit (\$215.03) plus the application filing fee (\$186.00).
6. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
 - a) \$1000.00 on or before May 1, 2026
 - b) \$1000.00 on or before May 8, 2026
 - c) \$1000.00 on or before May 15, 2026
 - d) \$1000.00 on or before May 22, 2026
 - e) \$1000.00 on or before May 29, 2026
 - f) \$2,000.00 on or before June 5, 2026

- g) \$2,000.00 on or before June 12 ,2026
 - h) \$2,000.00 on or before June 19, 2026
 - i) \$2,000.00 on or before June 26, 2026
 - j) \$920.97 on or before July 3, 2026
7. The Tenant shall also pay the Landlord the rent for May 2026 as follows; \$1,579.03 on or before July 3, 2026,\$2,500.00 on or before July 10, 2026 and \$648.78 on or before July 17,2026.
 8. The Tenant shall also pay the Landlord the rent for June 2026 as follows; \$1,851.22 on or before July 17, 2026 , \$2,500.00 on or before July 24, 2026 and \$376.59 on or before July 31,2026.
 9. The Tenant shall also pay the Landlord compensation of \$155.43 per day for the use of the unit starting July 1, 2026 to the date the Tenant moves out of the unit.
 10. If the Tenant does not pay the Landlord the full amount owing, the Tenant will start to owe interest. Simple Interest will be calculated (pursuant to the *Courts of Justice Act*) on any balance outstanding commencing the date following the breach.
 11. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 5, 7 and 8 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy prior to June 30, 2026, and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

May 8, 2026
Date Issued

Monique Browne
Hearings Officer, 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 of the Tenant 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.