



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1364 St. Clair Ltd. v Bakshi, 2026 ONLTB 38095

Date: 2026-05-12

File Number: LTB-L-063243-25

In the matter of: 202, 1364 ST CLAIR AVE W
TORONTO ON M6E1C4

Between: 1364 St. Clair Ltd. Landlord

And

Jaspreet Bakshi Tenant

1364 St. Clair Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jaspreet Bakshi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026. The Landlord's legal representative Joseph Behar and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Preliminary Issue#1 - Adjournment request

1. At the hearing, the Tenant requested an adjournment because the Tenant states he needs to file a T6 application and the Canadian Centre for Housing Rights is assisting him with his T6 application. He states he contacted them a few months prior to this hearing.
2. The Landlord opposes the adjournment and states the hearing was previously adjourned in October 2025 as the Tenant intends to raise maintenance issues pursuant to s. 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord states the Tenant cannot raise s. 82 issues in this application and file a T6 application.
3. The adjournment request was denied. This application was previously adjourned on October 2, 2025 so the Tenant can raise s. 82 issues. The Tenant can raise issues which form the basis of a T6 application in response to the Landlord's application.

Preliminary Issue#2

4. The Landlord raises that the Tenant did not follow the direction set out in interim order LTB-L-063243-25-IN. The Landlord states that the Tenant did not provide the Landlord and file with the Landlord and Tenant Board by October 14, 2025, a written description of each issue the Tenant intends to raise under section 82(1) of the Act that includes:
 - (a) a description of the issue;
 - (b) the date the issue started;
 - (c) the date the Tenant told the Landlord about the issue;
 - (d) whether the issue was resolved; and
 - (e) what the Tenant would like the LTB to order for the issue (the remedy requested).
5. The Landlord states the Tenant uploaded disclosure on May 2, 2026.
6. The Tenant states that he fulfilled the requirements as set out in the interim order. The Tenant relies on an email dated September 24, 2025 that he sent to the Landlord. The email notes four issues including mould in the door, cleaning and maintenance of air conditioner, mould in washing machine, and lease agreement includes one parking spot. The Tenant states the Landlord did not respond to this email.
7. The Landlord opposes this document as satisfying the requirements set out in the interim order regarding the s. 82 issues because it predates the interim order and the Tenant did not attend the last hearing.
8. The Landlord further raises that the Tenant did not pay \$1,000.00 towards the October 2025 rent by October 18, 2025 as set out in the interim order. The Tenant refutes and states he paid \$1,000.00 to the Landlord as required by the interim order and produced a copy of an e-transfer to support this. The Landlord states the e-transfer satisfies proof of payment that the Tenant paid \$1,000.00 towards the October 2025 rent.
9. I stated at the hearing that the Tenant could not raise issues pursuant to s. 82 of the Act. The Tenant did not follow the direction set out within LTB-L-063243-25-IN. The email dated September 24, 2025 which the Tenant relies on does not provide any dates that the issues were first reported to the Landlord and the email predates the prior hearing on October 2, 2025. Further, the email contains no remedies. It would be procedurally unfair to the Landlord to allow the Tenant to raise s. 82 issues as they were not properly disclosed to the Landlord and did not contain enough detail for the Landlord to be able to properly respond to them. The Tenant was provided with direction and an opportunity to properly disclose these issues but did not do so. The Tenant may file their own T6 application and may want to obtain independent legal advice.

L1 application

10. 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.

11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The Tenant vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
13. The lawful rent is \$1,486.00. It was due on the 1st day of each month.
14. The Tenant has paid \$6,500.00 to the Landlord since the application was filed.
15. The rent arrears owing to February 28, 2026 are \$6,110.00 which is undisputed by the Tenant.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$136.61 is owing to the Tenant for the period from April 1, 2022 to February 28, 2026.
19. The Tenant states that he has been off from work since 2024 and has had some health issues. The Tenant states he is going to be returning to work in a few months but did not have a return to work date. The Landlord concedes to postponing payment for the amount the Tenant owes until 90 days from the date of this order before interest starts to accrue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,709.39. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before August 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 11, 2026 at 4.00% annually on the balance outstanding.

May 12, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$12,610.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,500.00
Less the amount of the last month's rent deposit	- \$1,450.00
Less the amount of the interest on the last month's rent deposit	- \$136.61
Total amount owing to the Landlord	\$4,709.39