



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021158-26

In the matter of: 50, 3061 SIR JOHN'S HOMESTEAD
MISSISSAUGA ON L5L 3H9

Between: KIPLING RESIDENTIAL MANAGEMENT 14 Landlord

And

SANJAN MOHAMMAD Tenant

Kipling Residential Management 14 (the 'Landlord') applied for an order to terminate the tenancy and evict Sanjan Mohammad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 25, 2026.

The Landlord's legal representative, Sean Beard and the Tenant attended the hearing.

Determinations:

Is Hanna Sultana a Tenant?

1. The application as filed named "Hanna Sultana " as a second Tenant.
2. At the outset of the hearing, the Tenant, Sanjan Mohammad ('SM') submits that Hanna Sultana is not a tenant and therefore not an appropriate party to this application. SM received an email on April 21, 2026 from Jasmine Sidhu an employee of the Landlord acknowledging Hanna Sultana is not a Tenant. SM referenced an email from Jasmine Sidhu where she states Hanna Sultana was 'mistakenly listed as a leaseholder' and updated the Landlord's records to reflect SM is the sole leaseholder.
3. The Landlord's legal representative consented to removal of Hanna Sultana upon review of the email. Accordingly, Hanna Sultana shall be removed as a Tenant.

L1 Application

4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,728.49. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$56.83. This amount is calculated as follows: $\$1,728.49 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$6,913.96.
10. It was undisputed that 2 cheques given by or on behalf of were returned as NSF for the months of February and March 2026. I find the Landlord is entitled to be reimbursed in the amount of \$40.00 for administration charges incurred as a result.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,693.84 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.
13. Interest on the rent deposit, in the amount of \$14.13 is owing to the Tenant for the period from January 1, 2026 to May 25, 2026.

Relief from Eviction

14. SM testified he fell into arrears upon being terminated from his employment and has recently regained employment 2.5 weeks ago as an HVAC auditor. He states his income per month will be approximately \$3,200.00 - \$4,800.00. SM states he will be receiving his first paycheck on June 11, 2026. Further, SM believes that he would qualify for the rent bank but has not contacted them as of the date of the hearing.
15. The Landlord's legal representative submits the tenancy is not viable as the Tenant has made no payments to demonstrate good faith to preserve the tenancy, nor have they provided supporting documentary evidence for review to corroborate their testimony.
16. I am not satisfied this is a viable tenancy. I say this because the Tenant has made no payments to the Landlord since February 2026. The Tenant has also failed to provide any evidence supporting any current or future income or taken reasonable steps to pursue rental assistance programs. I do find that this is a long-term tenancy, and this requires consideration.
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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$8,868.45 if the payment is made on or before June 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 June 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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,124.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$56.83 per day for the use of the unit starting May 26, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 July 1, 2026.

June 4, 2026
Date Issued

Angela Smith
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 January 1, 2027 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 June 30, 2026

Rent Owing To June 30, 2026	\$8,642.45
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenant must pay to continue the tenancy	\$8,868.45

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

Rent Owing To Hearing Date	\$6,606.22
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Less the amount of the last month's rent deposit	- \$1,693.84
Less the amount of the interest on the last month's rent deposit	- \$14.13
Total amount owing to the Landlord	\$5,124.25
Plus daily compensation owing for each day of occupation starting May 26, 2026	\$56.83 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	