



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

**File Number:** LTB-L-037391-26

**In the matter of:** 217, 3078 SIXTH LINE  
OAKVILLE ON L6M1P8

**Between:** PANKAJ KASTURI Landlord

**And**

TAMEKA HALSTEAD Tenant

PANKAJ KASTURI (the 'Landlord') applied for an order to terminate the tenancy and evict TAMEKA HALSTEAD (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 combined application was heard by videoconference on May 27, 2026.

The Landlord's Representative, Shalini Puri, the Tenant, and the Tenant's Supporter, Isabella Halstead, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the application, and in so doing, understand that their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

**It is agreed that:**

1. The Landlord and the Tenant will be respectful in their communications and always keep the peace while at the residential complex.
2. The Landlord intended to serve 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.

3. The Landlord also intended to serve the Tenant with an N8 Notice of Termination.
4. The Tenant claimed not to have received either notice.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
7. Based on the monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows:  $\$2,800.00 \times 12$ , 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 \$8,400.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,800.00 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.
12. The Landlord also collected a refundable key deposit of \$500.00 from the Tenant.
13. Interest on the rent deposit, in the amount of \$101.09 is owing to the Tenant for the period from November 15, 2024 to May 27, 2026.

**It is ordered on consent that:**

1. Pursuant to the L1 and L2 Applications, the tenancy between the Landlord and the Tenant is terminated in a final way and without voiding provisions. The Tenant must move out of the rental unit on or before July 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$5,370.26. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting May 28, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated annually from August 1, 2026 on the balance outstanding, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.

6. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 August 1, 2026.

**June 1, 2026**  
**Date Issued**

\_\_\_\_\_  
 Janice Campbell  
 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 February 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 as the tenancy is terminated**

|                                                                                |                      |
|--------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date - May 27, 2026                                      | \$8,085.35           |
| Application Filing Fee                                                         | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                        | -\$2,800.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit        | -\$101.09            |
| <b>Total amount owing to the Landlord</b>                                      | <b>\$5,370.26</b>    |
| Plus daily compensation owing for each day of occupation starting May 28, 2026 | \$92.05<br>(per day) |