



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017927-26

In the matter of: 415, 15 RICHARDSON ST
TORONTO ON M5A0Y5

Between: Pareshbhai Lallubhai Patel Landlord

And

Nimisha Bhagat Tenant
Khushbu Mirchandani

Pareshbhai Lallubhai Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Nimisha Bhagat and Khushbu Mirchandani (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

Pareshbhai Lallubhai Patel (the 'Landlord') also applied for an order requiring Nimisha Bhagat and Khushbu Mirchandani (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Pareshbhai Lallubhai Patel (the 'Landlord') also applied for an order requiring Nimisha Bhagat and Khushbu Mirchandani (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Prior to the videoconference hearing on June 8, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Jahne Baboulas, the Landlord and the Tenant participated in the mediation. The Tenant also consulted with Tenant Duty Counsel prior to mediation. Sofia Collazo, a licensee at the Landlord Representative's firm, was observing the mediation.

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

It is agreed by the parties that:

- A. One of the Tenants, Khushbu Mirchandani, is 100% liable for damages under this order, and the other Tenant, Nimisha Bhagat, is 0% liable for damages under this order.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$13,008.56 on or before December 31, 2026.
2. If there is a breach in payment, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.
3. If payment in its entirety is received prior to December 31, 2026, the matter is settled.

June 11, 2026
Date Issued

Monica Dairo
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.