



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

File Number: LTB-L-036270-26

In the matter of: 210 Sarah Cline Dr.
Oakville, ON L6M0T8

Between: Ajay Sharma Landlord

And

Elton Nesturi Tenant

Ajay Sharma (the 'Landlord') applied for an order to terminate the tenancy and evict Elton Nesturi (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 June 15, 2026.

The Landlord's Legal Representative, Francisco Gomez, the Landlord, and the Tenant attended the hearing.

It is agreed that:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenant must move out of the rental unit on or before August 31, 2027.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 16, 2026, the Landlord mailed the Tenant an N12 notice of termination deemed served April 20, 2026, with the termination date of August 31, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by their child, Gauri Sharma for a period of at least one year.
4. The Landlord has compensated the Tenant an amount equal to one month's rent by August 31, 2026.
5. Parties agree that the monthly rent is \$2,600.00 due on or before the first day.
6. Based on the monthly rent, the daily compensation is \$85.48. This amount is calculated as follows: $\$2,600.00 \times 12$, divided by 365 days.
7. The Tenant has paid all rent owed to June 30, 2026.
8. The Landlord collected a rent deposit of \$1,800.00 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.
9. Interest on the rent deposit, in the amount of \$292.28 is owing to the Tenant for the period from June 28, 2017, to June 15, 2026.
10. At the hearing, parties agreed to an extended termination date of August 31, 2027. The Tenant agreed to pay the lawful rent of \$2,600.00 in full and on time.
11. The parties also agreed that the rent deposit and any unpaid interest will be applied to the rent for August 2027, the last month of the tenancy. No additional payment will be required for that month.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2027.
2. If the unit is not vacated on or before August 31, 2027, then starting September 1, 2027, 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 September 1, 2027.

4. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
5. This consent agreement is a full and final settlement of all issues between the parties as of June 15, 2026.

June 19, 2026
Date Issued

Ken Audziss
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 of the Tenant expires on March 1, 2028 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.