



Order under Section 78(6) Residential Tenancies Act, 2006

File Number: LTB-L-052433-26

In the matter of: Basement, 89 Lord Simcoe Drive
Brampton ON L6S5H1

Between: Ryan Narayan Persaud Landlord

And

Jason Stewart Tenant

Ryan Narayan Persaud (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Stewart (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on March 17, 2026, with respect to application LTB-L-106584-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following condition specified in the order:
 - **The Tenant failed to pay the lawful rent for June 2026, in full on or before June 1, 2026.**
3. The previous application includes a request for an order for compensation for damage and the order requires the Tenant to pay an amount for damage. Accordingly, the Landlord is entitled to request an order for compensation for damage.
4. The Tenant was required to pay \$201.00 for the application filing fee in the previous order. The amount that is still owing from that order is \$201.00 and that amount is included in this order. This order replaces order LTB-L-106584-25.
5. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord.
6. Interest on the rent deposit is owing to the Tenant for the period from April 16, 2026, to June 22, 2026.

7. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. Order LTB-L-106584-25 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 3, 2026.
3. If the unit is not vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 4, 2026.
5. As of the date of this order, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the compensation for damage and the cost of filing the previous application the Landlord is entitled to by \$1,806.82*.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 22, 2026
Date Issued

Alicia Johnson
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until July 2, 2026, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by July 2, 2026, the order will be stayed, and the LTB will schedule a hearing.

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 4, 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.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount of compensation for damages owing from previous order		\$201.00
New NSF cheque charges and related administration charges		\$0.00
Less the rent deposit:		-\$2,000.00
Less the interest owing on the rent deposit	April 16, 2026, to June 22, 2026	-\$7.82
Total the Tenant must pay the Landlord:		- \$(1,806.82)