

Finance & Enforcement

EVICTON ADDRESS:
ADRESSE DU BIEN
OU A LIEU

MISSISSAUGA
L5R 3H4

Reference File No: P0915/25

No. de dossier:

Court File No: LTB-L-007791-25

Court File Date:

Additional Court Files:

**DELIVERY OF VACANT POSSESSION
REMISE DE LA LIBRE POSSESSION**

BY VIRTUE of a Landlord and Tenant Board Order or an order of the court to me directed and delivered, I did on this day at 1345 a.m./p.m. deliver vacant possession of the above noted premises to:

EN VERTU d'une ordonnance de la Commission de la location immobilière ou d'une ordonnance judiciaire qui m'a été adressée et remise, j'ai remis la libre possession des locaux/du logement locatif susmentionnés à:
avant-midi/après-midi à:

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

VIVEK KAUSHAL AND MRIDU KAUSHAL

DATED at: Brampton, Ontario

FAIT à:

this
ce 16 day of



**ACKNOWLEDGEMENT OF VACANT POSSESSION
ACCUSÉ DE RÉCEPTION DE LA LIBRE POSSESSION**

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED VACANT POSSESSION OF THE ABOVE NOTED PREMISES.
JE CONVIRME PAR LA PRÉSENTE QUE J'AI RECU LA LIBRE POSSESSION DES LOCAUX/DU LOGEMENT LOCATIF
SUSNOMMÉS

DATED at: Brampton, Ontario

FAIT à:

this
ce 16 day of

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

VIVEK KAUSHAL

PRINT NAME

SIGNATURE

Eviction cancelled at the request of the Landlord/Mortgagee or Agent/Lawyer

Éviction annulée à la demande du locateur/créancier hypothécaire ou du mandataire/de l'avocat

I acknowledge that by requesting the cancellation of this eviction, I accept that any future requests to execute this order will be subject to the payment of new enforcement fees and appropriate mileage expenses.

Je reconnais qu'en demandant l'annulation de l'éviction, j'accepte que toute demande future d'exécuter cette ordonnance sera assujettie à l'obligation de payer à nouveau les droits d'exécution et les dépenses de déplacement appropriées

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

PRINT NAME

SIGNATURE



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

File Number: LTB-L-007791-25

In the matter of: [REDACTED] DR
MISSISSAUGA ON L5R3H4

Between: Vivek Kaushal
Mridu Kaushal

And

Eyup Savran
Pinar Savran

I hereby certify this is a
true copy of an Order dated

MAY 5, 2025

Paula West Oreskovich
Landlord and Tenant Board

Landlord

Tenant

Vivek Kaushal and Mridu Kaushal (the 'Landlord') applied for an order to terminate the tenancy and evict Eyup Savran and Pinar Savran (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2025.

The Landlord's Legal Representative, Savitha Ramapriyan, the Landlord's Agent, Bindu Thachapully, and the Landlord attended the hearing.

As of 2:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2025 are \$11,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. The Landlord is requesting an 11-day eviction order as the rent arrears are substantial and the Tenant has paid no rent since July of 2024. This is the only rental income the Landlord's have, and the Landlord has experienced financial stress due to the high mortgage on the rental unit. The Landlord has attempted to reach out to the Tenant to discuss the rent arrears and a repayment plan, but the Tenant has been unresponsive.
10. The Tenant did not attend the hearing to provide evidence of their personal circumstances and the Landlord's Legal Representative was unaware of any specific circumstances of the Tenant that would suggest I ought to delay eviction.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$13,186.00 if the payment is made on or before May 16, 2025. 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 May 16, 2025 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 May 16, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,354.37. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$57.53 per day for the use of the unit starting April 30, 2025 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 May 16, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 16, 2025, then starting May 17, 2025, 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 May 17, 2025.

May 5, 2025
Date Issued

Paula West Oreskovich
Paula West Oreskovich
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 November 17, 2025 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.