



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

File Number: LTB-L-015931-25

In the matter of: 9 PHYLLIS DR
CALEDON ON L7C4E3

Between: Manjinder Singh Mukker
Gurmeet Kaur Mukker
Harleen Kaur Singh

And

Fiona Riley-Dixon

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

June 30, 2025

John Russett

Landlord and Tenant Board

Landlord

Tenant

Manjinder Singh Mukker, Gurmeet Kaur Mukker and Harleen Kaur Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Fiona Riley-Dixon (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 22, 2025.

The Landlord, Manjinder Singh Mukker, the Landlord's representative, Maria Sturino, the Tenant, Fiona Riley-Dixon, and the Tenant's representative, Renisha Cox, attended the hearing. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent.

The parties agreed that:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,250.00. It is due on the 1st day of each month.
3. The parties agreed to a non-voidable eviction order with an eviction date of July 31, 2025.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 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 May 31, 2025 are \$16,250.00.
7. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,250.00 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.
10. Interest on the rent deposit, in the amount of \$101.28 is owing to the Tenant for the period from February 22, 2024 to May 22, 2025.

It is ordered on consent that:

1. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the cost of filing the application, and unpaid NSF charges. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
2. As of the date of the hearing, the Tenant owes the Landlord \$12,245.42. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay to the Landlord the rent for the rent for June 1 - 30, 2025, in the amount of \$3,250.00 on or before on or before June 6, 2025.
4. If the Tenant fails to make the payment in accordance with paragraph 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant to pay any new arrears, NSF fees and related charges that became owing after May 30, 2025
5. If the Tenant does not pay the Landlord the full amount in paragraph 2 owing on or before July 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2025 at 5.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 31, 2025, then starting August 1, 2025, 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, 2025.
8. The Tenant shall also pay the Landlord compensation of \$106.85 per day for the use of the unit starting May 23, 2025 to the date the Tenant moves out of the unit.

June 30, 2025

Date Issued

John Russett

John Russett

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, 2026 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 May 22, 2025	\$15,350.70
Application Filing Fee	\$186.00
NSF Charges	\$60.00
Less the amount of the last month's rent deposit	-\$3,250.00
Less the amount of the interest on the last month's rent deposit	-\$101.28
Total amount owing to the Landlord	\$12,245.42
Plus daily compensation owing for each day of occupation starting May 23, 2025	\$106.85 (per day)