



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

File Number: LTB-L-079233-25

In the matter of: 22 NORTHAMPTON DR
ETOBICOKE ON M9B4S6

Between: Upneet Gill Landlords
Gurpartap Jauhal

And

Krisztine Sztojka Sztojka Tenants
Kevin Vilmos Burai
Vilmos Burai

Upneet Gill and Gurpartap Jauhal (the 'Landlords') applied for an order to terminate the tenancy and evict Krisztine Sztojka Sztojka, Kevin Vilmos Burai and Vilmos Burai (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on December 1, 2025.

Only the Landlords' legal representative, Harpreet Singh Makkar and the Landlords attended the hearing.

As of 1:46 p.m., the Tenants were 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 Landlords' evidence.

At 1:50 p.m., the Tenant, Vilmos Burai, signed into the hearing room. At the time he entered the hearing room, the hearing had concluded, and the Landlords' representative and Landlords had left the hearing block. I informed him that the hearing had already concluded and that he would receive a copy of my order in due course.

Determinations:

Preliminary Issues

1. At the hearing the Landlord requested that the application be amended to correct a clerical error in the spelling of a Tenant's name. The application indicated one of the Tenants as Kevin Vilmos Buri. The Landlord stated that the proper spelling of the Tenant's name was Kevin Vilmos Burai.

2. The N4 Notice of Termination (N4 notice) contains a clerical error in the spelling of the Tenant's last name. However, the Tenant did not attend the hearing to make submissions, despite having been properly served with the Notice of Hearing by the Board. The tenancy agreement submitted by the Landlord shows the correct spelling of the Tenant's name. The N4 Notice was served by courier, and in the Tenant's absence at the hearing, no evidence was presented to suggest that the Tenant did not receive the N4 Notice or that the clerical error caused any confusion as to whether he was a named Tenant on the Notice. Accordingly, I find that the error is minor, did not prejudice the Tenant, and it is therefore appropriate to amend the application to correct the spelling of the Tenant's name to Kevin Vilmos Burai.
3. At the hearing, I brought to the Landlords attention that the application did not properly reflect the rental period and the amount owing to the Landlords as of the date the application was filed. The application was filed on September 22, 2025 and only included arrears to July 31, 2025.
4. The L1/L9 Update sheet was provided to the Tenants which reflected the proper amount of arrears owing. No payments have been made by the Tenants since the N4 Notice was served or since the application was filed. Therefore, I find it reasonable that the Tenants ought to have known that new rent has come due and should have been aware of the amount being sought by the Landlords and as such would not be prejudiced by the amendment. The application is amended to reflect that the Tenants owe rent arrears of \$16,400.00 for the period from June 1, 2025, to September 30, 2025.

N4 Notice of Termination

5. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$4,100.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$134.79. This amount is calculated as follows: \$4,100.00 x 12, divided by 365 days.
9. The Tenants has not made any payments since the application was filed.
10. The rent arrears owing to December 31, 2025 are \$28,700.00.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants 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 Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$32,986.00 if the payment is made on or before January 17, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after January 17, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 17, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$24,920.79. 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 Tenants shall also pay the Landlords compensation of \$134.79 per day for the use of the unit starting December 2, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before January 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 2026, the Landlords 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 Landlords on or after January 18, 2026.

January 6, 2026
Date Issued

Christina Philp
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 July 18, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 17, 2026

Rent Owing To January 31, 2026	\$32,800.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$32,986.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$24,734.79
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$24,920.79
Plus daily compensation owing for each day of occupation starting December 2, 2025	\$134.79 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	