



Order under Section 69 Residential Tenancies Act, 2006

Citation: Singh v Bodzasi, 2026 ONLTB 738

Date: 2026-01-07

File Number: LTB-L-076946-25

In the matter of: 81 Phyllis Dr
Caledon ON L7C4E2

Between:	Amrinder Singh	Landlord
	and	
	Phil Bodzasi	
	Amanda Bodzasi	Tenants

Amrinder Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Phil Bodzasi and Amanda Bodzasi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 3, 2025.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issues

Adjournment Request

1. During the hearing, the Tenant, Phil Bodzasi ('PB'), stated that he was not prepared for the hearing as he did not have his bank records. He testified that he hasn't had time to get bank records because he has been working and work is his priority over preparing for this hearing. He testified that since the Board is so delayed, he assumed that it would take longer than it did to get a new hearing date.
2. A review of the file indicates that this matter was previously scheduled to be heard on November 5, 2025 but was adjourned at the request of the Tenants because one of the Tenants was having a surgical procedure and also because they needed more time to prepare for the hearing. The hearing was marked peremptory on both parties.
3. I determined that it would not be appropriate or reasonable to adjourn the matter a second time. Following the hearing, the Tenants ought to have taken steps to prepare for the hearing but simply chose to prioritize other things. The Tenants' misguided assumption that they would have more time is not a reasonable basis to adjourn a matter that was

marked peremptory on them. Additionally, they took not steps to prepare for the hearing even after receiving notice of the adjourned hearing. Accordingly, the adjournment request was denied and the matter proceeded.

Landlord's Participation in the Hearing

4. At the end of the hearing, PB alleged that the person who identified themselves as the Landlord and gave evidence was not the Landlord but rather the Landlord's son who is impersonating the Landlord. The individual stated that he is Amrinder Singh, and he is the actual Landlord.
5. The Tenants had no evidence to substantiate their claim that this is not the Landlord, nor could they provide any reasonable basis for raising this accusation. Additionally, it is curious to me that the Tenants only raised this at the conclusion of the hearing. I would have expected that if you believed someone was impersonating the Landlord, one would raise that from the onset of the hearing and not after all evidence has concluded.
6. For these reasons, I found, on a balance of probabilities, that the person in attendance at the hearing was the Landlord and no one was impersonating the Landlord.

Rent Arrears

7. The Landlord 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.
8. The Tenants were in possession of the rental unit on the date the application was filed.
9. It was undisputed that the Tenants vacated the rental unit on October 31, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.
10. The lawful rent is \$2,800.00. It was due on the 15th day of each month.
11. The Landlord claims that the the Tenants owe arrears totalling \$10,527.20 and provided oral testimony with respect to all payments made by the Tenants from May 15, 2025 to the date of this hearing in support of this claim. The amount of arrears owed was disputed by the Tenants.
12. The party bringing an application always carries the ultimate burden of proving their application on a balance of probabilities. However, once a landlord provides evidence that rent was not paid, the onus generally shifts to the tenant to establish that a disputed payment or payments were in fact made. Moreover, a party that wishes to rely on a particular fact bears the burden of proving that fact—in this case it is the Tenant who alleges that there were several payments made that are not accounted for in the Landlord's application, and therefore it is the Tenants' burden to prove on a balance of probabilities that the Tenants made these payments.
13. Although the Tenants disagreed with the amount claimed by the Landlord, the Tenants could not articulate why they disagreed, other than their statement that the amount is

incorrect. The Tenants could not provide any evidence of any payments made to the Landlord not accounted for by the Landlord in the application or in their oral testimony.

14. Given the above, I find that the rent arrears owing to October 31, 2025 are \$10,527.20.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
17. Interest on the rent deposit, in the amount of \$245.61 is owing to the Tenants for the period from July 15, 2020 to October 31, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of October 31, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$7,867.59. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Candace Aboussafy
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$10,527.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$245.61
Total amount owing to the Landlord	\$7,867.59