



## **Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**File Number:** LTB-L-077181-25-RV

**In the matter of:** 2545 MEADOWLANDS WAY  
LONDON ON N6G2N1

**Between:** Vivekta Singh Landlord

**And**

Nathan Brun Tenants  
Christina Brun  
Maria Brun

### **Review Order**

Vivekta Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Brun, Christina Brun and Maria Brun (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-077181-25 issued on November 24, 2025.

On December 4, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 5, 2025, interim order LTB-L-077181-25-RV-IN was issued, staying the order issued on November 24, 2025.

This request was heard by videoconference on December 22, 2025. The Landlord's Legal Representative, C. Dawdy, and two of the Tenants, Nathan Brun (NB and Maria Brun (MB), attended the hearing.

### **Determinations:**

1. In this request, the Tenants allege that they were not reasonably able to participate in the proceeding as they never received an official notice of hearing. The Tenants alleged that only Christina Brun was occupying the rental unit at the time and that she only advised them of the hearing date the night before however they never received instructions on how to sign in and participate in the hearing.
2. At the hearing, NB stated that the email with the notice of hearing was only sent to his sister's, Christina Brun, email address. NB stated that MB were no longer living in the unit and had a new address. NB acknowledged that Christina Brun had told them about the hearing only the night before the prior hearing date.

3. Under cross-examination, NB stated that he has had no contact with Christina Brun and was unaware that the tenancy agreement (lease) only provided her email address. He submitted that the Landlord ought to have their email address as well as they communicated with the Landlord directly and sent e-transfers. Under cross-examination, NB confirmed that he notified the Landlord that they were moving out, moved out June 1, 2025, but did not return the keys as Christina Brun was supposed to as she was still in the unit.
4. The Landlord's Agent submitted that the Tenants are joint tenants and they were all aware of the outstanding rent arrears. She also submitted that all three of the Tenants failed to attend the prior hearing despite being served with the Notice of Hearing.
5. The LTB's record confirmed that the Notice of Hearing, Application and Hearing Information Package were mailed to the Tenants, NB and MB, on October 23, 2025 using the rental unit address.
6. In [\*King-Winton v. Doverhold Investments Ltd.\*](#), 2008 CanLII 60708 (ON SCDC), the Divisional Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
7. Based on the evidence and submissions before me, I find that the Tenants, NB and MB, were not reasonably able to participate in this proceeding as they did not receive the notice of hearing package which was served to the rental unit as they were more likely than not no longer residing there.
8. The review request is granted. The Landlord's application was immediately reheard.

#### L1 application

9. 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.
10. Based on the evidence before me I was satisfied that the Tenants were in possession of the rental unit on the date the application was filed. There was no dispute that all three Tenants entered into a tenancy agreement with the Landlord. As such they are jointly and severally liable for this tenancy. While NB and MB may have left the rental unit in June 2025, they were aware that Christina Brun was still occupying the unit and vacant possession was not given to the Landlord at that time. Consequently, the tenancy was not lawfully terminated at that time.
11. In any event, the LTB has the jurisdiction to address rent arrears owing by former Tenants or Tenants no longer in possession since the Tenants are present today and participating in this proceeding.
12. The Landlord's Agent confirmed that Christina Brun vacated the rental unit on December 4, 2025. Therefore, the rent arrears are calculated up to this date.
13. The lawful rent is \$2,799.00. It was due on the 1st day of each month.

14. The Landlord claimed rent arrears of \$27,988.00 owing to August 31, 2025 in this application and there was no dispute that the Tenants have not made any payments since the application was filed.
15. NB disagreed on the rent arrears of claimed by the Landlord. He stated that they had paid half the rent for about seven months until June 2025. NB did not provide any supporting evidence such as e-transfer confirmations or receipts for these payments. Without confirmation of NB's payment amounts and dates, I cannot be satisfied as to what amount if any was paid and for what period of time.
16. Therefore, based on the evidence before me, given the rent arrears claimed in the application plus the accruing rents for September to December 2025, I am satisfied that the rent arrears owing to December 4, 2025 are \$33,954.08.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,799.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
19. Interest on the rent deposit, in the amount of \$123.65 is owing to the Tenant for the period from February 29, 2024 to December 4, 2025.

**It is ordered that:**

1. The request to review order LTB-L-077181-25 issued on November 24, 2025 is granted. The order is cancelled and replaced by the following:
2. The tenancy between the Landlord and the Tenants is terminated as of December 4, 2025, the date all the Tenants moved out of the rental unit.
3. The Tenants shall pay to the Landlord \$31,217.43. This amount includes rent arrears owing up to the date all the Tenants vacated the 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.
4. If the Tenants do not pay the Landlord the full amount owing on or before January 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

**January 5, 2026**  
**Date Issued**

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Lisa Del Vecchio  
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 Tenant must pay as the tenancy is terminated**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Rent Owing To Move Out Date                                             | \$33,954.08        |
| Application Filing Fee                                                  | \$186.00           |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$2,799.00       |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$123.65         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$31,217.43</b> |