



Order under Section 69 Residential Tenancies Act, 2006

Citation: MINHAS v TROUPE, 2026 ONLTB 1965

Date: 2026-01-09

File Number: LTB-L-081399-25

In the matter of: 1220 SHANKEL RD
OSHAWA ON L1K3G2

Between: KAMAL MINHAS Landlords
BHUPINDERJEET MINHAS
INDERJEET MINHAS

And

GREGORY TROUPE Tenants
LISA-MARIE BENJAMIN

KAMAL MINHAS, BHUPINDERJEET MINHAS and INDERJEET MINHAS (the 'Landlords') applied for an order to terminate the tenancy and evict GREGORY TROUPE and LISA-MARIE BENJAMIN (the 'Tenant's') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 10, 2025.

The Landlord Kamal Minhas and the Tenant Gregory Troupe attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,840.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$126.25. This amount is calculated as follows: \$3,840.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$24,097.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$3,750.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$247.60 is owing to the Tenants for the period from April 21, 2023 to December 10, 2025.
10. 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.
11. The Tenants do not dispute the arrears and testified that there had been two deaths in the family and the funeral expenses were excessive, which led to the Tenants falling into arrears.
12. The Tenant Gregory Troupe has also had a change in employment.
13. The Tenants proposed a payment plan. However this payment plan would have the Tenants repaying the arrears over a period of 8 years. The Tenants suggested that they did not intend to take 8 years to repay the arrears as they were planning on obtaining a loan to repay the arrears by August 2026 at the latest.
14. The Landlords sought a standard order as the Tenant has not made any payments to the Landlord since June and the arrears are substantial and continue to grow each month.
15. In addition the Landlords are relying on the Tenants rent payments to cover expenses on the rental property including a mortgage and property taxes and the Tenants non-payment of rent is having financial burden on the Landlords.
16. The Tenants have not made any "good faith" payments to the Landlords since falling into arrears. In addition the Tenants' testimony with respect to their income was vague and lacking in specifics. In addition there is no guarantee that the Tenants will secure a loan to repay the arrears as they intend. Having considered all of the submissions and circumstances of both parties, I find a standard eviction order appropriate.

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:**
 - \$28,123.00 if the payment is made on or before January 20, 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 have paid the full amount owing as ordered plus any additional rent that became due after January 20, 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 20, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,707.90. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$126.25 per day for the use of the unit starting December 11, 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 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 21, 2026.

January 9, 2026
Date Issued

Sean Ramage
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 21, 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 to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$27,937.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,123.00

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

Rent Owing To Hearing Date	\$21,519.50
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,750.00
Less the amount of the interest on the last month's rent deposit	- \$247.60
Total amount owing to the Landlord	\$17,707.90
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$126.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	