



**Order under Section 87 / 88.2 / 89 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-015834-23

In the matter of: Main Floor, 126 VALONIA DR
BRAMPTON ON L6V4J8

Between: Vipul Jain Landlord

And

Amitpal Singh Former Tenant
Prayas Khanna
Ajaypal Singh
Rairajan Singh
Jatinder Singh

Vipul Jain (the 'Landlord') applied for an order requiring Amitpal Singh, Prayas Khanna, Ajaypal Singh, Rairajan Singh and Jatinder Singh (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Vipul Jain (the 'Landlord') applied for an order requiring Amitpal Singh, Prayas Khanna, Ajaypal Singh, Rairajan Singh and Jatinder Singh (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Vipul Jain (the 'Landlord') applied for an order requiring Amitpal Singh, Prayas Khanna, Ajaypal Singh, Rairajan Singh and Jatinder Singh (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Vipul Jain (the 'Landlord') applied for an order requiring Amitpal Singh, Prayas Khanna, Ajaypal Singh, Rairajan Singh and Jatinder Singh (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on December 2, 2025, at 1:00 pm.

The Landlord and the Former Tenants attended the hearing.

Determinations:

1. The rental unit consisted of the main and upper floor of a house, which had second rental unit in the basement.
2. The lawful monthly rent at the time the tenancy ended was \$2,800.00
3. As explained below, the Landlord proved in part the allegations contained in the application on a balance of probabilities.
4. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
5. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
6. These documents were served on September 25, 2025, by mail to the Former Tenant's current address.
7. The Former Tenants vacated the rental unit on January 1, 2023.
8. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

8. The lawful rent was \$2,800.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
10. The Landlord testified that alleged rent arrears owing was \$11,675.00 and that this was based on the Former Tenants failing to pay the full and lawful rent for the period of May 2022 to April 30, 2023. They also testified that they calculated this amount based on the Former Tenant's failing to provide proper notice, as the fixed lease was until April 30, 2023, and an alleged inability to re rent the rental unit until January 15, 2023, and even then, at a reduced rate due to the alleged damages.
11. It was also their testimony that this amount was based on the allegation that the Former Tenants had, without authorization, occupied the basement unit once the basement tenant had vacated, which at the time the basement unit was rented for \$1,850.00 a month. They supported this allegation with an email and pictures from their property manager alleging someone was occupying the basement unit.
12. In response the Former Tenant's testified that they had made several partial payments prior to giving notice on October 6, 2022. They also testified that they had made the November 2022 rent payment along with several other payments to the Landlord since vacating the rental unit in order to pay down the arrears. This was supported by screen

shots of electronic fund transfer which the Landlord corroborated. They also denied occupying the basement unit as alleged.

13. Based on the above testimony I am satisfied that the Former Tenants are no longer in possession of the rental unit. The tenancy was not lawfully terminated in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on April 30, 2023, as per the lease.
14. However, pursuant to subsection 88(4) of the Act, I am satisfied that by re-renting the unit as of January 15, 2023, the Landlord minimized their losses and therefor the Former Tenant's obligation to pay rent ended on that date. As to the issue of the Landlord's claim they were required to rent the unit at a reduced rate I am not satisfied they prove their case in that regard and will address that below pursuant to their allegation that the Former Tenant's damaged the unit.
15. Having considered all the above circumstances, including the screenshots of the payments the Former Tenants made, I am satisfied that the rent arrears and daily compensation owing to January 15, 2023, is \$4,777.00. I calculated this amount based on the partial payments and the daily rate for the period of January 1 to 15, 2023
16. As to the Landlord's claim of rent arrears for the basement unit, I am not satisfied they proved the Former Tenants occupied it. The Landlord based this determination on an email from their property manger that amounts to hearsay, and undated photographs, which I give no weight, whereas the Former Tenants denied the allegation.
17. Furthermore, if the Landlord was satisfied that the Former Tenants had occupied the basement unit without authorization, the appropriate course of action would have been to file an application pursuant to subsection 100 of the Act within 60 days of discovery, seeking compensation, not to arbitrarily charge the Former Tenants after they had vacated. Accordingly, I am not satisfied they are entitled to the additional arrears as claimed.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

15. It was the Landlord's testimony that they were interfered with by the Former Tenants unauthorized occupation of the basement unit which in turn resulted in property management fees of \$362.13.
16. As determined above the Former Tenant's denied occupying the basement unit as alleged and I am not satisfied on the balance of probabilities that the Landlord proved that they did in fact occupy the basement unit, therefore the Landlord did not prove that the Former Tenants or someone they permitted in the rental unit substantially interfered with their reasonable enjoyment. Accordingly, this portion of the Landlord's application is dismissed.

Compensation for unpaid utility costs

20. It was the Landlord's testimony that the Former Tenant's failed to pay the utility costs for the period of May 2022 to January 2023, as required by the lease, totalling \$2,181.59.
21. the Former Tenants testified that according to the original lease they were required to pay 70.00% of the utility costs, However, in October 2022 the Landlord demanded that they pay 90.00%, alleging they had permitted additional tenants to move in with them, thereby increasing the costs. They then testified that they had not allowed other tenants to move in and it was a result of the Landlord's unreasonable demand that they gave notice that they would be vacating as of December 31, 2022.
22. The Landlord did not deny that they demanded that the Former Tenants pay 90.00 %, contrary to the lease agreement as of June 1, 2022. It was their testimony this was precipitated by a complaint from the basement tenant alleging additional person were living in the upstairs unit, causing an increase and disruption in the utilities. They also testified that they began charging the Former Tenants 100.00% of the utility costs once the basement tenant vacated on December 1, 2022. They supported this by entering a letter from the basement tenant, CCTV footage and referring to the utility bills uploaded to the portal.
23. In response the Former Tenants reiterated their previous testimony, denying that they permitted additional tenants to move in, however, they did have friends stay from time to time as captured on the CCTV footage of them leaving. They then testified that they had continued to pay 70.00% of the utilities as per the lease up to and including September 2022. This was supported by screenshots of electronic fund transfers, entered in evidence.
24. Based on the above testimony and evidence, I am satisfied that the Landlord has proven that the Former Tenant's failed to pay the utilities as required. Specifically, the Former Tenants did not deny failing to pay the utilities for October 2022 to December 2022.
25. That said the Landlord did not prove that they incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay heat, electricity and or water costs.
26. As was the case regarding the alleged substantial interference, the letter of complaint that the Landlord is relying on to justify the increase amounts to hearsay and as such I give it no weight. Additionally, the CCTV footage only showed persons leaving the rental unit with luggage which coincides with the Former Tenant's testimony. Additionally, the Landlord provide no proof that that Former Tenants ever agreed to the change of terms of the lease, thereby justifying the amount sought.
27. Furthermore, the amount claimed dates back to June 2022, when the Landlord alleges the Former Tenants had permitted additional tenants. However, based on the above, I am not satisfied that the Landlord has proven this is the case.
28. Additionally, although the Landlord testified to submitting the utility bills, they could not direct me to them at the time of the hearing. Much of the Landlord's evidence was submitted by separate emails with no naming convention, contrary to the Boards rules and guidelines. As such the Landlord did not demonstrate the requirements of the Act were met and failed to prove their claim on the balance of probabilities. Accordingly, for this reason and those above I must dismiss this portion of the Landlord's application.

Compensation for damage

24. It was the Landlord's testimony that after the Former Tenants vacated, they had inspected the property and determined that it had been damaged, however the pictures, entered in evidence, upon which they supported their submission lack any dates or time. In contrast the Former Tenants provided pictures taken on January 1, 2023, at time of vacating which showed none of the damage as alleged by the Landlord. Accordingly on this basis I am not satisfied that the Landlord proved that the Former Tenants, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex and must dismiss this portion of the Landlord's application.
25. Continually, given this determination, I am not satisfied the Landlord has proven the necessity to rent the rental unit at a reduced rate and thereby the claim for the difference in rent pursuant to their application for rent arrears for the period of January 15, 2023 to April 30, 2023

Rent Deposit

28. The Last month's rent deposit was applied to the December 2022 rent.

It is ordered that:

1. The Former Tenants shall pay to the Landlord \$4,777.00, which represents rent and compensation owing up to January 15, 2023.
2. The Former Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenants owe the Landlord is \$4,963.00*. See Schedule 1 for the calculation of the amount owing.
4. If the Former Tenants do not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Kelly Delaney
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing to January 15, 2023	\$4,777.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,963.00