



Order under Section 69 Residential Tenancies Act, 2006

Citation: Saini v Bolton, 2026 ONLTB 2896

Date: 2026-01-12

File Number: LTB-L-070822-25

In the matter of: 1044 HANSLER RD
WELLAND ON L3C7M5

Between: Daljeet Saini Landlords
Daljit Kaur

And

Andrew Courtney Bolton Tenants
Stacey Anouska Mellis

Daljeet Saini and Daljit Kaur (the 'Landlords') applied for an order to terminate the tenancy and evict Andrew Courtney Bolton and Stacey Anouska Mellis (the 'Tenants') because

- the Tenants did not pay the rent that the Tenants owe (L1 Application)
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant; (L2 Application)
- the Tenants have been persistently late in paying the Tenant's rent. (L2 Application)

This application was heard by videoconference on November 5, 2025.

The Landlord Daljeet Saini and the Landlords' legal representative, Sajeev Gupta, and the Tenants attended the hearing.

Determinations:

L1 Application

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 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 November 30, 2025 are \$13,500.00.
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 \$2,700.00 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 \$157.93 is owing to the Tenants for the period from July 5, 2023 to November 5, 2025.

N5 Notices of Termination

10. On June 3, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination for unpaid utilities. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
11. On August 2, 2025, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: the Tenants have not paid \$462.02 in utilities which they are required to pay.
12. The Tenants have not paid utilities for which they are responsible for, totalling \$1,011.82 as of the hearing date. This conduct substantially interferes with a lawful right, privilege or interest of the Landlords.

N8 Notice of Termination

13. On August 2, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: in the last 8 months the Tenants have paid the rent late 4 times and not at all.

14. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 6 times in the past 8 months.
15. Since the notice was given the Tenants have not paid rent.

Relief from eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The accumulation of unpaid rent and utilities occurred largely because of medical and family circumstances which reduced the Tenants' income temporarily. The Tenants' income will be returning to normal in the next week and a summary budget analysis suggests the Tenants can repay the arrears and the outstanding utilities. The Landlords acknowledge that the proposed payment plan would not cause them significant financial hardship, although they doubt the Tenants will comply with the terms. The parties were given the terms of the payment plan to be ordered orally at the hearing.

It is ordered that:

1. The Tenants shall pay to the Landlords \$14,697.82 for arrears of rent up to November 30, 2025, unpaid utilities up to November 5, 2025, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

November 7, 2025	\$3,711.82 (\$2,700.00 arrears plus \$1,011.82 utilities)
December 1, 2025	\$1,500.00 (arrears)
January 1, 2026	\$2,500.00 (arrears)
February 1, 2026	\$2,000.00 (arrears)
March 1, 2026	\$2,000.00 (arrears)
April 1, 2026	\$2,000.00 (arrears)
May 1, 2026	\$986.00 (arrears and filing fee)

3. The Tenants shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period December 1, 2025 to May 1, 2026 or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenants, apply to the LTB within 30 days of

the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2025.

January 12, 2026
Date Issued

Dawn Carr
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.