



Order under Section 69 Residential Tenancies Act, 2006

Citation: Chopra v Belperio, 2026 ONLTB 3185

Date: 2026-01-15

File Number: LTB-L-066148-25

In the matter of: 2550 William Jackson Dr
Pickering ON L0H1A0

Between: Vishal Chopra Landlords
Preeti Chopra

And

Natalie Belperio Tenant

Vishal Chopra and Preeti Chopra (the 'Landlords') applied for an order to terminate the tenancy and evict Natalie Belperio (the 'Tenant') because

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

In the L2 Application, the Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 5, 2026. Only the Landlords and the Landlords' Legal Representative, Ankit Anand, attended the hearing.

As of 10:49 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

Preliminary Issue – Service

1. The Certificate of Service filed with the Board regarding service of the N4 and N5 notices of termination stated that the notices were served by posting them to the unit door and

leaving a copy at the door. These are not permitted methods of service according to the Board's Rules of Procedure.

2. The Landlord's Legal Representative submitted that the notices were also served by email on July 14, 2025 and that the Tenant consented to service of documents by email in the lease agreement. A copy of the email to the Tenant with the notices attached as well as a copy of the lease agreement were tendered as evidence.
3. As the Tenant consented to the service of documents by email in the lease agreement, and the email with the notices attached was sent at least 14 days prior to the termination date in N4 notice of termination and at least 20 days prior to the termination date in the N5 notice of termination, I was satisfied that the Tenant was properly served.

L1 Application

4. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: $\$2,550.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$20,400.00.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlords collected a rent deposit of \$2,550.00 from the Tenant 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.
12. Interest on the rent deposit, in the amount of \$69.03 is owing to the Tenant for the period from December 1, 2024 to January 5, 2026.

L2 Application

13. At the hearing, I noted that the Landlords wished to claim additional utility costs that were not included in the L2 Application. As the Landlord did not serve on the Tenant and file with the Board a request to amend the application and, as the Tenant was not present to provide submissions regarding amending the application at the hearing, I determined that it would not be appropriate to allow the Landlords to claim the additional utility costs at the hearing. Accordingly, the Landlords were given the option of proceeding with the application as filed or withdrawing the application and filing a fresh application with the additional utility costs.

14. The Landlords' Legal Representative requested to withdraw the L2 Application and I consented to the request.

Relief from Eviction / Section 83 of the Act

15. The Landlords' Legal Representative requested a standard 11-day termination order for the L1 Application. As the Tenant was not present to speak to their circumstances, the Landlords' Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlords' Legal Representative submitted that they were not aware of any such circumstances.
16. I considered whether the Landlords attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords' Legal Representative submitted that the Landlords tried reaching out to the Tenant by phone call, text message and email and that the Tenant was not very responsive and rarely replied back. In addition, he stated that he tried calling the Tenant and left a message but that the Tenant did not call him back.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlords. The Tenant did not attend the hearing to dispute the arrears claimed or to request additional time to pay. As such, the Tenant shall have the standard 11 days to void this order or move out.

It is ordered that:

L1 Application

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$20,586.00 if the payment is made on or before January 26, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 26, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$15,836.17. 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 owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlords compensation of \$83.84 per day for the use of the unit starting January 6, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 Sheriff is directed to give vacant possession of the unit to the Landlords on or after January 27, 2026.

L2 Application

10. The L2 Application is withdrawn.

January 15, 2026
Date Issued

Rachel Gibbons
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 27, 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 26, 2026

Rent Owing to January 31, 2026	\$20,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,586.00

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

Rent Owing to Hearing Date	\$18,269.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,550.00
Less the amount of the interest on the last month's rent deposit	- \$69.03
Total amount owing to the Landlords	\$15,836.17
Plus daily compensation owing for each day of occupation starting January 6, 2026	\$83.84 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	