



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-080452-25

In the matter of: 56 BIDDENS SQ
BRAMPTON ON L6P 3R1

Between: Sagar Popatia
Mou Dasgupta Landlords

and

Sarvjit Singh Pannu Tenant

Sagar Popatia and Mou Dasgupta (the 'Landlords') applied for an order to terminate the tenancy and evict Sarvjit Singh Pannu (the 'Tenant') because:

- 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 Landlord or another tenant

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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 December 10, 2025.

The Landlord Sagar Popatia and the Tenant Sarvjit Singh Pannu attended the hearing.

Determinations:

1. On August 8, 2025, the Landlords gave the Tenant a valid N5 notice of termination under section 64 of the *Residential Tenancies Act, 2006* (the 'Act') alleging the Tenant has failed to pay the Landlords \$2,226.90 representing the costs of utilities the Tenant was required to pay under the tenancy agreement and has thereby substantially interfered with the lawful rights, privileges or interests of the Landlords.
2. The Tenant did not void the notice of termination by paying \$2,226.90 within seven days after receiving the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

3. The application seeks termination of the tenancy and an order for repayment of \$3,596.30 representing unpaid utilities to September 16, 2025. The Landlords have the burden to prove the grounds of their application on a balance of probabilities.
4. The Tenant acknowledges that utilities are his obligation under the tenancy agreement and also acknowledged that he owes the Landlords money for unpaid utilities but questioned the quantum of the claim. The Tenant testified that he is unwilling to pay the debt until he verifies the amounts with the utility provider. The Tenant also testified that he was unable to verify what he owes because those things are managed by his wife. He explained that he has not consulted with his wife or reviewed his records or communicated with the utility provider in the four months since receiving the notice of termination because he doesn't have the money to pay.
5. I prefer the testimony of the Landlord because it is corroborated by detailed documentary proof presented during the hearing. I cannot accept the Tenant's denials of the debt because his explanations were internally inconsistent and sounded implausible. I reject the Tenant's explanation for his failure to satisfy himself about the quantum of the debt and draw an adverse inference from his failure to lead evidence supporting his position that the Landlord's claim is inaccurate. I find it more probable that the Tenant has not paid the utilities not because the amount of Landlord's claim is unverified by him but because, as the Tenant confessed, he doesn't have the money to pay it.
6. I find the Landlords have proven the grounds for termination because I find on a balance of probabilities that the Tenant owes the Landlords \$2,226.90 for unpaid utilities to the end of July 2025 and that the Tenant did void the notice by making that payment within seven days.
7. The Landlords also seek an order under section 88.2 of the Act to recover \$3,596.30 representing the reasonable out-of-pocket expenses that the Landlords incurred as a result of the Tenant's failure to pay utilities they were required to pay under the terms of the tenancy agreement. The Landlords will be awarded this amount because I find the Landlords have proven both liability and quantum of the claim on a balance of probabilities.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Tenant proposed to pay the Landlord some \$1,000.00 the day following the hearing and the remainder of his debt in installments once he verifies the amounts. The Tenant did not seek relief from eviction as such but testified that paying both rent and utilities has put him under financial strain. He testified that his employer has not been paying his wages. The Landlords' circumstances include the fact the rent account is also in arrears (as conceded by the Tenant) and carrying the unpaid debts is a financial burden to them.
10. 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.
11. The Tenant may preserve his tenancy by paying the Landlords \$2,412.90 which is the amount of utilities owing under the N5 notice and the application filing fee within 30 days in

default whereof the Landlords may seek termination of the tenancy without further notice to the Tenant.

12. The Tenants will also be ordered to pay the balance of the utilities in the amount of \$1,369.40.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the condition set out below.
2. On or before February 25, 2026, the Tenant shall pay to the Landlords \$2,412.90 which represents the reasonable out-of-pocket expenses the Landlords have incurred as a result of the unpaid utilities to the end of July 2025 and the application filing fee.
3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay the Landlords \$1,369.40 by February 6, 2026. If the Tenant does not pay the Landlords the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Nersi Makki
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.