



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-081779-25

In the matter of: 64 Hibiscus Lane
Hamilton ON L8K0A4

Between: Amardeep Walia Landlords
Gurpreet Kaur Walia

And

Nicole Alves Tenant

Amardeep Walia and Gurpreet Kaur Walia (the 'Landlords') applied for an order to terminate the tenancy and evict Nicole Alves (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (the 'L1 Application'); and
- the Tenant has been persistently late in paying the Tenant's rent; (the 'L2 Application').

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlords'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 (the 'Section 88.2 Claim').

The Landlords also applied for an order requiring the Tenant to pay the Landlords's reasonable out-of-pocket costs the Landlords has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 19, 2025.

Only the Landlord Gurpreet Kaur Walia and the Landlords' legal representative Sobini Tharmalingam attended the hearing.

As of 9:39 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:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,675.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.95. This amount is calculated as follows: \$2,675.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$13,375.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords informed the Board that a rent deposit was collected from the Tenant at the beginning of the tenancy but that the Tenant directed them to apply this amount to the rent payment that came due in 2023. Therefore, no rent deposit is currently being held by the Landlords.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has 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 not been paid in full and on time nine times in the nine months (January 2025 to September 2025) preceding the service of the Landlord's notice.

Relief from Eviction

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 did not attend the hearing to speak to her own circumstances. The Landlords' representative told the Board that the Tenant has indicated to the Landlord on November 17, 2025, that she is no longer working and seeking rent assistance. No further payments had been made to the Landlords since their application was filed.
12. It would be unfair to the Landlords to allow the tenancy to continue without full payment of the arrears. As such, no delay or payment plan is granted pursuant to the Landlords' L1 Application.

13. In order to preserve her tenancy, the Tenant must void the portion of the order below pertaining to the L1 Application.
14. However, if the Tenant does manage to void the portion of the order pertaining to the L1 Application, conditional relief from eviction in the form of an order requiring the Tenant to pay her rent in full and on time for twelve months.
15. This relief balances the Tenant's interest in preserving the tenancy with the Landlord's right to receive timely payment of the rent.

The Section 88.2 Claim

16. The Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement. The Landlord Gurpreet Kaur Walia testified that the Tenant has an obligation to pay the water bills for the rental unit under the lease agreement.
17. The Landlord has incurred reasonable out-of-pocket expenses of \$94.28 as a result of the Tenant's failure to pay water costs. Ms. Walia testified that she has been paying this bill despite not being reimbursed by the Tenant, despite the Tenant's obligation to pay it under the lease.
18. A bill for the rental unit's water account – which is in the Landlord's name – was provided at the hearing. The bill list \$94.28 as the amount owing for water usage in the rental unit from August 6, 2025, to September 5, 2025. The Tenant has been in possession of the rental unit for this entire period.
19. I am satisfied on a balance of probabilities that the Landlord incurred \$94.28 in expenses relating to the Tenant's failure to pay utility costs she is required to pay under the rental agreement. The Tenant must reimburse the Landlord for this amount.

The Section 89 Claim

20. The Landlord has not proven the reasonable costs that the Landlord has incurred or will incur as a result of the damage.
21. Ms. Walia testified that she had visited the rental unit at the Tenant's request and discovered damage and that the baseboards of the rental unit were damaged by the Tenant's dog.
22. The Landlords are claiming \$500.00 in compensation relating to expenses they expect to incur as a result of this damage.
23. Other than Ms. Walia's testimony, no evidence was put forward regarding the scope of the damage or the reasonable costs of repair. Ms. Walia testified that she arrived at the figure of \$500.00 from "personal experience", but no further details were provided. As such, I am not satisfied on a balance of probabilities that the reasonable costs of repair have been proven and, therefore, the Landlord's claim under section 89 must be dismissed.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$18,911.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,586.00 if the payment is made on or before February 10, 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 February 10, 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 February 10, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$12,557.05. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlords compensation of \$87.95 per day for the use of the unit starting November 20, 2025 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 February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 February 11, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlords the monthly rent due on or before the first day of the month for the period March 1, 2026, to February 28, 2027.

12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlords may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

Section 88.2 Claim

13. The Tenant shall pay to the Landlords \$94.28, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
14. If the Tenant does not pay the Landlords the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

Section 89 Claim

15. The Landlords' claim under section 89 is dismissed.

January 30, 2026
Date Issued

Jeremy Henderson
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 of the Tenant expires on August 11, 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 31, 2026

Rent Owing To January 31, 2026	\$18,725.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,911.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 10, 2026

Rent Owing To February 28, 2026	\$21,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,586.00

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

Rent Owing To Hearing Date	\$12,371.05
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$12,557.05
Plus daily compensation owing for each day of occupation starting November 20, 2025	\$87.95 (per day)