



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-068930-25

In the matter of: BASEMENT, 20 BRANDO AVE
MARKHAM ON L3S4H2

Between: SATAY SINGH Landlord

And

GURSEWAK SINGH Tenant

SATAY SINGH (the 'Landlord') applied for an order to terminate the tenancy and evict GURSEWAK SINGH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's agent, Karishma Sing, and the Tenant attended the hearing.

The Landlord's agent, who is also the Landlord's daughter, appeared for the Landlord pursuant to the written authorization from the Landlord uploaded to the Portal and in accordance with the direction of the Interim Order.

Determinations:

Preliminary Issue – Service of the N4 Notice

1. The Tenant submitted that he never received a copy of the Landlord's N4 notice. The Tenant testified that the Landlord normally delivers all correspondence to the Tenant's mailbox and does not believe that the Landlord actually slid the notice under the Tenant's door as the Landlord's certificate of service states.
2. The Landlord's agent testified that she was the one who personally served the Tenant by placing the N4 notice under the unit door. The Landlord submitted a photo of the affected service. The Landlord's agent further submitted that they have had conversations with the Tenant regarding the arrears by WhatsApp messenger, in person, and over the phone.
3. Section 191(1) of the Residential Tenancies Act, 2006 (the 'Act') sets out how notices or documents may be given. Section 191(1) states:

191 (1) A notice or document is sufficiently given to a person other than the Board,

- (a) by handing it to the person;
- (b) if the person is a landlord, by handing it to an employee of the landlord exercising authority in respect of the residential complex to which the notice or document relates;
- (c) if the person is a tenant, subtenant or occupant, by handing it to an apparently adult person in the rental unit;
- (d) by leaving it in the mail box where mail is ordinarily delivered to the person;
- (e) if there is no mail box, by leaving it at the place where mail is ordinarily delivered to the person;
- (f) by sending it by mail to the last known address where the person resides or carries on business; or
- (g) by any other means allowed in the Rules.

4. Rule 3.3 of the LTB's Rules of Procedure states:

In addition to methods of service identified in the RTA a document may be served on a tenant or former tenant no longer in possession of a rental unit, by:

- a. leaving it at the place where mail is ordinarily delivered to the person, sliding it under the door or putting it through a mail slot in the door of the tenant or former tenant's residence;
- b.

5. I am satisfied by the testimony and evidence before me that the Tenant was served by an approved method outlined by the Act and by the Rules of Procedure.

L1 Application

- 6. The Landlord 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.
- 7. As of the hearing date, the Tenant was still in possession of the rental unit.
- 8. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
- 9. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: $\$1,500.00 \times 12$, divided by 365 days.
- 10. The Tenant has not made any payments since the application was filed.
- 11. The rent arrears owing to January 31, 2026, are \$17,500.00.
- 12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

13. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$144.31 is owing to the Tenant for the period from August 16, 2021, to January 22, 2026.

Relief from Eviction

15. The Tenant testified that they are not working right now and are not receiving any form of government assistance. The Tenant stated they live with their wife, and she is also not working or receiving government assistance. The Tenant and his wife has been living off savings.
16. The Tenant stated they do not dispute the amount of arrears claimed by the Landlord. The Tenant states that they have not sought assistance from any financial or social agency which might help to preserve their tenancy.
17. The Tenant submitted they need a minimum of 4 to 5 months to obtain alternative accommodations if the tenancy is terminated.
18. The Landlord's agent submitted that the Landlord is 76 years old and that the arrears owing by the Tenant is a source of extreme emotional and financial burden. The Landlord's agent submitted that the Landlord is in poor health after suffering a stroke and the stress caused by the Tenant not paying rent is adversely affecting the Landlord's pre-existing condition. The Landlord has not received a full rent payment from the Tenant for all of 2025 and additionally, the Tenant did not comply with the interim order of the Board to pay the lawful rent until the next hearing date. The Landlord's agent further submitted the Landlord is struggling to pay the mortgage and his bills due to the arrears.
19. In the circumstances the Tenant's request for a 4-to-5-month delay is unreasonable and extremely prejudicial to the Landlord. Though I acknowledge the difficult position of the Tenant and his wife, this is not a viable tenancy as presently, the Tenant appears to have no financial means to pay the lawful rent or any plan to pay back the arrears.
20. This matter was previously adjourned due to scheduling overflow on October 21, 2025, and despite an interim order that the Tenant must pay all new rent in full and on time until the next hearing date, the Tenant has been either been unable or unwilling to make even partial payments.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:

- \$17,686.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,186.00 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 28, 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 Landlord \$15,626.73. 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 Landlord 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 Landlord compensation of \$49.32 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord 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 Landlord 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 Landlord on or after February 11, 2026.

January 30, 2026
Date Issued

Melissa Anjema
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 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	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,686.00

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 10, 2026	\$19,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,186.00

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

Rent Owing To Hearing Date	\$17,085.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$144.31
Total amount owing to the Landlord	\$15,626.73
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	