



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sinck Holdings Inc v Dookhie, 2026 ONLTB 8729

Date: 2026-01-29

File Number: LTB-L-091917-25

In the matter of: 607, 3969 KINGSTON RD
SCARBOROUGH ON M1J3H8

Between: Sinck Holdings Inc Landlord

And

Vadith Dookhie Tenant

Sinck Holdings Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Vadith Dookhie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord's Legal Representative, Bryan Rubin, the Landlord's Agent, Tony Peros, and the Tenant attended the hearing.

Determinations:

1. 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.

Was the Tenant in Possession of the Unit?

2. The Tenant was living in the rental unit with his partner and their baby. On September 29, 2025, the Tenant was arrested and was not released from custody until October 24, 2025. The Tenant's Release Order submitted at the hearing requires the Tenant to not be within 200 meters of the residential complex except to retrieve personal belongs. The Tenant testified that he has not been able to reside in the unit since his arrest because he is required to live with his surety. The Tenant also testified that his partner and child fled the apartment after receiving threats from the alleged victim in the Tenant's criminal case and are currently living with his partner's family.
3. The Tenant further testified that he was told by the Landlord's Building Manager on October 28, 2025, via phone call, that his partner and child were not allowed to live in the

unit either because of his circumstances. The Tenant thus argued that he should not be made to pay rent for a unit that neither he nor his family could live in or have safe access to in order to move out. However, the Tenant then stated that he ultimately wishes to preserve the tenancy and occupy the unit.

4. The Tenant testified that he was not aware that the N4 Notice essentially allowed him to terminate the fixed term tenancy that ends April 30, 2026.
5. Having considered the parties' evidence and submissions, I find on the balance of probabilities, for the reasons set out below, that the Tenant has lawful possession of the rental unit and is therefore required to pay rent even though there is a Release Order requiring him to stay away from the residential complex.
6. While I understand the Tenant's confusion in the circumstances, ultimately, the issue is that a tenant cannot seek to be exempt from rent for a period because of extenuating circumstances (incarceration and Release Order conditions) without the consent of the landlord, and the Landlord did not consent in this instance. The Tenant elected not to terminate the tenancy after receiving the N4 Notice which provides the Tenant information about their rights. The Release Order also clearly allows the Tenant to return to the unit to collect his property, and the Tenant did not provide a sufficient explanation for why he did not do so. Nor could the Tenant adequately explain why he did not arrange for the rent to be paid while he was in custody.
7. The Tenant confirmed he retains the keys to the rental unit and therefore his surety, or occupants still have the right of access to the unit. The Tenant also continues to pay his hydro bill and tenant insurance. I also considered the Tenant's conversation with the Building Manager, but there was no supporting record of the interaction or additional corroborating testimony that the Tenant's family could not live in the unit or be allowed to remove their property. As such, I find the Tenant is responsible for the rent as he has lawful possession of the rental unit.

Rent & Arrears Owing:

8. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. At the hearing, it was brought to the Landlord's attention that the period of arrears claimed in the application begins on September 1, 2025, prior to the arrears period claimed on the N4 Notice which begins on October 1, 2025, contrary to section 69 of the *Residential Tenancies Act, 2006* ('Act'). The parties thus consented at the hearing to amend the application to align with the arrears period claimed on the N4 Notice and reduce the total arrears claim on the application from \$3,800.00 to \$1,900.00.
12. The rent arrears owing to January 31, 2026 are therefore \$7,600.00.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,900.00 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.
15. Interest on the rent deposit, in the amount of \$30.28 is owing to the Tenant for the period from April 14, 2025 to January 15, 2026.

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'), 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.
17. The Tenant testified that due to his legal troubles, he is currently unemployed but does have some money to put towards the rent. However, the Tenant has not made any good faith payments in four months.
18. When asked if he was safe where he was currently living with his surety, the Tenant replied he was.
19. The Tenant's partner and child are also currently safely housed with the Tenant's partner's family.
20. Having considered the parties' evidence and submissions, particularly the Tenant's financial situation and lack of good faith payments, I do not find a conditional order appropriate in the circumstances. I have also considered the Tenant's family circumstances for the possibility of postponing the eviction but find that to extend the termination date of the tenancy while the Tenant and his family are already safely housed would increase the prejudice to the Landlord given the lack of good faith payments, the mounting arrears, and impending rent for February 2026. Therefore, I 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:**
 - \$7,786.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,686.00 if the payment is made on or before February 9, 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 9, 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 9, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,892.77. 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 \$62.47 per day for the use of the unit starting January 16, 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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.

January 29, 2026
Date Issued

Fotoula Hatzantonis
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 10, 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	\$7,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2026

Rent Owing To February 28, 2026	\$9,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,686.00

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

Rent Owing To Hearing Date	\$6,637.05
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$30.28
Total amount owing to the Landlord	\$4,892.77
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$62.47 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	