



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-025444-25
LTB-T-049268-25

In the matter of: 16 WEYBRIDGE TRAIL
BRAMPTON ON L6V3Y3

Between: Preeti Majety Landlord

And

Ramandeep Singh Bassi Tenant

Preeti Majety (the 'Landlord') applied for an order to terminate the tenancy and evict Ramandeep Singh Bassi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Ramandeep Bassi (the 'Tenant') applied for an order determining that Preeti Majety (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenant and withheld or interfered with their vital services or care services and meals in a care home (T2 application).

This L1/T2 application was heard by videoconference on December 10, 2025.

The Landlord's legal representative, Marina Sturino, the Landlord, the Landlord's witness, Sanjay Gupta, the Tenant's legal representative, Shikha Koopoor and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Landlord's legal representative submitted that there are multiple T2 applications currently before the Board, in addition to issues raised under section 82(1) of the Residential Tenancies Act, 2006 (the "Act") at the June 23, 2025 hearing, which was adjourned. The Landlord's legal representative advised that the Tenant's T2 application, LTB-T-099181-25, is scheduled to be heard on December 15, 2025, and that the issues raised in that application are the same as those raised in the T2 application before me, with the addition of an allegation of an illegal lockout.
2. The Landlord's legal representative further submitted that an Interim Order dated July 22, 2025 required the Tenant to serve any evidence at least seven days prior to the hearing,

and that this requirement was not met. The Landlord's legal representative stated that a document brief of approximately 100 pages was served the day before the hearing, and that it was unclear which application the materials related to. The Landlord's legal representative requested that the evidence not served in compliance with the Interim Order not be admitted.

3. The Tenant's legal representative submitted that the Tenant subsequently filed application LTB-T-099181-25 as a combined T2/T6 application because several of the issues raised in the T2 application before me properly fall within the scope of a T6 application rather than a T2. In light of the evidentiary concerns raised by the Landlord's legal representative and acknowledging that the current T2 application is procedurally incorrect, the Tenant's legal representative requested permission to withdraw this T2 application and proceed only with the L1 application.
4. I am satisfied that permitting the withdrawal of this T2 application is appropriate in the circumstances. The issues raised in this application substantially overlap with those raised in another pending application before the Board, and the continuation of this proceeding would result in duplication and potential procedural unfairness. Further, the evidentiary issues arising from non-compliance with the Interim Order support allowing the withdrawal. Accordingly, the Tenant's request to withdraw this T2 application is granted, and only the L1 application will be considered.

L1-Application-N4 Notice of Termination

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$3,382.50. It is due on the 10th day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$111.21. This amount is calculated as follows: $\$3,382.50 \times 12$, divided by 365 days.
9. The Tenant has paid \$13,530.00 to the Landlord since the application was filed.
10. The rent arrears owing to January 9, 2026 are \$31,807.50.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,300.00 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.
13. Interest on the rent deposit, in the amount of \$261.97 is owing to the Tenant for the period from October 8, 2022 to December 10, 2025.

Relief from eviction

14. The Landlord requested a standard 11-day eviction order, submitting that the rent arrears are significant and that the Tenant's ongoing failure to pay rent has caused the Landlord serious financial hardship. The Landlord testified that she is experiencing severe financial distress, including the risk of bankruptcy, difficulty affording food, and the need to borrow \$16,550.00. She further testified that the financial strain has placed her employment at risk and that she is at the limit of her ability to endure the situation.
15. The Tenant testified that he withheld rent due to outstanding maintenance issues, including the loss of heat in the rental unit beginning October 31, 2024. The Tenant's legal representative submitted that, pursuant to section 83(3) of the Residential Tenancies Act, 2006 (the "Act"), the Board must refuse to grant an eviction order because the Landlord was in serious breach of her obligations by failing to provide a vital service.
16. The Landlord testified that the furnace was replaced on December 8, 2025, and provided documentary evidence establishing that the furnace was operational and that heat was available in the rental unit prior to the hearing. Although the Tenant's legal representative submitted that the Tenant was not advised that the furnace had been replaced, I am satisfied, based on the evidence before me, that heat was available in the rental unit at the time of the hearing. As the issue was no longer active or ongoing, I find that the Board has jurisdiction to proceed with the Landlord's request for termination of the tenancy. I make no finding as to whether heat was unavailable at any earlier time and limit my finding to the availability of heat as of the date of the hearing.
17. The Tenant stated that he is holding the rent monies owing and is able to pay the outstanding arrears. At the hearing, I advised the Tenant that I would grant an extension until the end of January 2026 to allow him an opportunity to pay the arrears. I further advised the Tenant that any compensation to which he may be entitled arising from his T2/T6 application would be addressed separately.
18. As of the date of this Order, the extension granted to the Tenant has expired. In the circumstances and having regard to the significant arrears outstanding and the financial hardship experienced by the Landlord, I find it reasonable to grant the standard 11-day eviction order as requested.
19. 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 Tenant's T2 application is withdrawn.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$35,376.00 if the payment is made on or before February 9, 2026, minus any rent payments or compensation paid by the Tenant. See Schedule 1 for the calculation of the amount owing.

OR

- \$38,758.50 if the payment is made on or before February 14, 2026, minus any rent payments or compensation paid by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. 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 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 14, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,160.24, minus any rent payments or compensation paid by the Tenant. 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.
 7. The Tenant shall also pay the Landlord compensation of \$111.21 per day for the use of the unit starting December 11, 2025 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before February 14, 2026, then starting February 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 10. 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 15, 2026.

February 3, 2026
Date Issued

Christina Philp
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 15, 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 February 9, 2026

Rent Owing To February 9, 2026	\$48,720.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,530.00
Total the Tenant must pay to continue the tenancy	\$35,376.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To March 9, 2026	\$52,102.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,530.00
Total the Tenant must pay to continue the tenancy	\$38,758.50

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

Rent Owing To Hearing Date	\$42,066.21
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,530.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$261.97
Total amount owing to the Landlord	\$25,160.24
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$111.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

