



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089914-25

In the matter of: Main Floor, 2 ARROWSTONE CRT
BRAMPTON ON L6R3T5

Between: Charanjit Hothi
Mandeep Hothi

Landlords

And

Arshpreet Kaur
Dalpreet Kaur
Jaspreet Kaur
Manjot Singh

Tenants

Charanjit Hothi and Mandeep Hothi (the 'Landlords') applied for an order to terminate the tenancy and evict Arshpreet Kaur, Dalpreet Kaur, Jaspreet Kaur and Manjot Singh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 7, 2026.

The Landlord, Mandeep Hothi, the Landlords' Witness, Gurkpal Garry Singh, the Landlords' Legal Representative, Rajdeep K. Sangha and the Tenant, Manjot Singh's Agent, Gurbinder Grewal and the Tenant, Manjot Singh's Legal Representative, Amreek Gill attended the hearing.

Determinations:

Preliminary Issue – Identification of the Rental Unit

1. The Tenant raised a preliminary issue that the Landlords have failed to identify the rental unit correctly in the N4 notice. The Tenant submits that as the lease states "upper" unit and the N4 Notice of Termination identifies the rental unit as "main floor."
2. The residential complex is a detached house. The Tenants rented the upper portion of the house which includes a common kitchen and living room on the main floor with bedrooms on the upper floor of the unit. There is a separate tenancy for the basement Tenants who do not share access to the common space on the main floor.
3. I was not satisfied that the notice failed to identify the rental unit.

4. Further, the Tenant, Manjot Singh ('MS') was represented and able to participate and I was not satisfied this impacted the Tenants' ability to participate in the hearing. The Tenants were served with the notice of hearing and there was no record that any of the notices of hearing had been returned.
5. In addition, the application was only for arrears of rent and not termination of the tenancy as it was undisputed that the Tenants have vacated the rental unit.
6. As a result, the request to dismiss the application on this basis is denied.

Preliminary Issue – Were the Tenants Served?

7. The Tenant's Legal Representative submits that he does not represent Arshpreet Kaur ('AK'), Dalpreet Kaur ('DK') and Jaspreet Kaur ('JK').
8. The Tenant's Legal Representative submits that it would be procedurally unfair to proceed with the hearing as the certificate of service does not name all of the Tenants. While the Certificate of Service only names JK, the Landlords' Witness, Gurkipal Garry Singh ('GS') testified at the hearing that they served JK by handing her four copies of the N4 Notice of Termination, one for each of the Tenants.
9. While the Tenant's Legal Representative submits that it would be procedurally unfair to proceed as AK and DK were not named in the certificate of service, he had no communications with the other Tenants and was not aware of whether or not they were served. In addition, the Tenant's Legal Representative did not deny that MS had received the N4 Notice of Termination.
10. I found GS's testimony to be credible and preferred GS's evidence over the Tenant's evidence which I found to lack credibility.
11. I was satisfied based on the testimony of GS that the Tenants were served with the N4 Notices of Termination and as a result, found that it would not be procedurally unfair to proceed with the application.

Adjournment Request to Bring Section 82 Issues

12. The Tenant sought an adjournment of the hearing to bring section 82 issues.
13. The Tenants were served with the notice of hearing by the Board on November 28, 2025, deemed served on AK, DK and JK on December 3, 2025.
14. The Tenants had ample time to bring any section 82 issues.
15. The Tenants did not serve any written description of the issues nor did they provide any evidence to either the Landlords.
16. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:
 - (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under

section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) Complies with the requirements set out in subsection (2); or
- (b) Provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

- 1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
- 2. The notice shall be given within the time set out in the Rules.
- 3. The notice shall be given in writing and shall comply with the Rules.

17. Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

18. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.

19. The Tenant's Legal Representative testified that while he was retained well in advance of the hearing, he was unable to obtain evidence from his client until the weekend before the hearing.

20. I was not satisfied that the Tenants were unable to comply with the requirements for disclosure.

21. As the Landlords were not served with any of the disclosure or written description of the issues the Tenants intends to raise at least seven days prior to the hearing, I found that it was unfairly prejudicial to the Landlords to hear the section 82 issues at the hearing. The request to raise section 82 issues was denied.

22. In addition, the arrears are high and I found that it would be unfairly prejudicial to grant an adjournment for the Tenants to bring section 82 issues. The Tenants may bring their own application for any of the issues they intended to raise.

Non-payment of Rent

23. The Tenant's Legal Representative submits that the rental periods in the N4 were invalid as they did not contain end dates for the rental periods. However, the Landlords' attached schedule to the N4 Notice breaks down the rent owing, rent paid and amounts owing for each month and I was not satisfied that the N4 Notice caused any confusion about the amount of rent owing. Further, even if I were to find the N4 notice invalid on this basis, I would still have allowed the Landlords to proceed with the application as it was for arrears of rent only and the Tenants was not prejudiced in their ability to respond with regards to the amounts they believe are owing.
24. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
25. The Tenants were in possession of the rental unit on the date the application was filed.
26. The Landlord, submits that he attended the rental unit on December 24, 2025 and was informed by one of the Tenants that they would be moving out as of December 31, 2025. The Landlord submits that he attended the rental unit on December 31, 2025 and found the keys left outside the residential complex with the front door and garage open.
27. Based on the evidence before me, I was satisfied that the Tenants vacated the rental unit on December 31, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.

What is the Lawful Rent?

28. The Tenant's Legal Representative submits that the parties had verbally agreed to a rent of \$3,450.00 starting May 1, 2025.
29. The Landlords submit they are unaware of any agreement to reduce the amount of rent.
30. I found both parties' submissions to be equally credible and was not satisfied that the Tenant has proven, on a balance of probabilities, that there was a verbal agreement to reduce the rent.
31. The lawful rent is \$3,650.00. It was due on the 1st day of each month.
32. The Tenants have not made any payments since the application was filed.
33. The rent arrears owing to December 31, 2025 are \$19,550.00.
34. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
35. The Landlords collected a rent deposit of \$3,650.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.

36. Interest on the rent deposit, in the amount of \$137.25 is owing to the Tenants for the period from July 1, 2024 to December 31, 2025.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of December 31, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$15,948.75. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before February 14, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Christopher Lin
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$19,550.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,650.00
Less the amount of the interest on the last month's rent deposit	- \$137.25
Total amount owing to the Landlords	\$15,948.75