



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: BAJWA v PORTER, 2026 ONLTB 11329

Date: 2026-02-06

File Number: LTB-L-025990-25-RV2

In the matter of: 240 OLD MILL RD
CAMBRIDGE ON N3H4R8

Between: JASPINDER BAJWA Landlords
GURMANDEEP BAJWA

And

JEREMY RICHARD PORTER Tenants
RENEE DESJARDINS

Review Order

JASPINDER BAJWA and GURMANDEEP BAJWA (the 'Landlords') applied for an order to terminate the tenancy and evict JEREMY RICHARD PORTER and RENEE DESJARDINS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was ultimately resolved by order LTB-L-025990-25-RV issued on October 31, 2025.

On November 29, 2025, the Tenants requested a review of the order.

The request to review was heard by videoconference on January 30, 2026.

The Landlords, the Landlord's legal representative, Samila Waslat, and Jeremy Richard Porter (the 'Tenant'), on behalf of both Tenants, attended the hearing.

Determinations:

1. At the prior hearing of this matter, the Tenant testified that he negotiated a settlement with Simmer, a person whom he believed was acting as a go between himself and the Landlords. The Landlords denied the settlement agreement. The order determined that there was no settlement agreement as Simmer was not authorized to enter into a settlement agreement with the Tenants.
2. The Tenants' request to review is based on new evidence, namely a land registry title search showing that 13572684 Canada Inc. is the registered owner of the rental unit and articles of incorporation that show Simmer is a director of that corporation.

3. While it is conceivable that the new evidence could have been produced at the prior hearing, given the nature of the dispute between the parties at that time, I do not believe there was a reasonable expectation that the Tenant would have produced it at the hearing. Given that Simmer is a director of the owner corporation and has authority to bind the corporation, I find the new evidence to be material and that it could change the results.
4. As a result, I am satisfied that the order contains a serious error so I cancelled the order and proceeded to hear the Landlords' application.
5. The Landlords requested that they be permitted to withdraw the application, but I denied this request because of the extensive amount of resources already allocated to this matter and the potential existence of a settlement agreement which would put this matter to rest.
6. The Tenant presented text communications between himself and Simmer from May 2025 wherein the parties negotiated various credits and reached a final settlement agreement involving the Tenant paying the Landlord \$2,000.00 to resolve the outstanding amounts owing with respect to the tenancy. The Tenants had already moved out of the rental unit when the settlement was negotiated. The Tenant paid \$1,000.00 towards this agreement.
7. Although both parties wished to resile from the above-noted agreement at the request to review hearing (the Landlord so that they could get an order for a higher amount and the Tenant so that he could get an order for the Landlord to pay him monies with respect to the last month's rent deposit), it is clear from the correspondence between the Tenant and Simmer (see pages 309-317 of DOC-7211953) that the amount negotiated was to resolve the final amount owing between the parties. The Tenant's allegation that the settlement did not account for the last month's rent deposit does not hold water as it would be nonsensical for the Tenant to be promising the Landlord a payment of \$2,000.00 while expecting a payment from the Landlord of \$3,400.00.
8. As a result, I find it appropriate to order the Tenants to pay the Landlords \$1,000.00 as the remainder owing of the settlement agreement.

It is ordered that:

1. The request to review order LTB-L-025990-25-RV issued on October 31, 2025 is granted. The order is cancelled.
2. The Tenants shall pay the Landlords \$1,000.00.
3. If the Tenants do not pay the Landlords the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4% annually on the balance outstanding.

February 6, 2026
Date Issued

Richard Ferriss
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.