



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: BOPARAI v SAINI, 2026 ONLTB 13738

Date: 2026-02-12

File Number: LTB-L-096847-25

In the matter of: 16 CRANBERRY CRES
BRAMPTON ON L6Y4P7

Between: SURJIT SINGH BOPARAI

Landlord

And

AMRITPAL SINGH SAINI
GAGANDEEP SINGH

Tenants

SURJIT SINGH BOPARAI (the 'Landlord') applied for an order requiring AMRITPAL SINGH SAINI and GAGANDEEP SINGH (the 'Tenants') to pay the rent that the Tenants owe.

SURJIT SINGH BOPARAI (the 'Landlord') also applied for an order requiring AMRITPAL SINGH SAINI and GAGANDEEP SINGH (the 'Tenants') to pay the utilities that they were required to pay under the terms of the tenancy agreement..

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

Only the Landlord's Legal Representative, Muhammad Malik attended the hearing.

As of 10:06 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L9 Application

1. The Tenants vacated the rental unit on December 1, 2025. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Tenants did not pay the total rent they were required to pay for the period from November 1, 2025 to December 1, 2025.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.

4. The Tenants have not made any payments since the application was filed.
5. The tenancy ended on December 1, 2025 as a result of the Tenants moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenants' obligation to pay rent also ended on that date.
6. The rent arrears and daily compensation owing to December 1, 2025 are \$2,582.19.
7. The Landlord collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$47.09 is owing to the Tenants for the period from March 2, 2025 to December 1, 2025.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

L2 Application

10. The tenancy agreement between the parties required that the Tenants pay the utilities including Region of Peel – Water, Wastewater and Stormwater Service, Enbridge Gas and Alectra Electricity.
11. On the application, the Landlord claimed \$635.77 in outstanding utilities. However after the application was filed, further utility invoices were delivered to the Landlord which the Tenants were responsible for while they were Tenants.
12. The Landlord's Legal Representative requested to amend the application to include these additional invoices which had been served on the Tenants. I allowed the amendment and the new amount of outstanding utilities which is owed by the Tenants include \$1,087.51.
13. All of the invoices were shown to me which verified the total amount of the outstanding utilities.

Analysis

14. Section 88.2 of the Act states that:

88.2(1) "A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if, (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement, and (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force."

15. Pursuant to section 88.2(4) of the Act, "The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of

a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement."

16. I am satisfied that the Landlord has incurred reasonable out-of-pocket expenses of \$1,087.51 as a result of the Tenants' failure to pay heat, electricity, and water costs.

It is ordered that:

1. The Tenants shall pay to the Landlord \$221.10. This amount includes rent arrears owing up to December 1, 2025 and the cost of the application minus the rent deposit and interest owing.
2. The Tenants shall also pay to the Landlord \$1,087.51 for the outstanding utilities which the Tenants were responsible for when they resided in the rental unit.
3. For clarity purposes, the Tenants shall pay the total amount of \$1,308.61 to the Landlord.
4. If the Tenants do not pay the Landlord the full amount owing on or before February 23, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026

Date Issued

Carrie Bertrand

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.