



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-082076-25

In the matter of: UPPER UNIT, 17 TRURO CIR
BRAMPTON ON L7A 4E4

Between: Gurpreet Singh Dhaliwal Landlords
Harkirat Kaur Grewal

and

Shahid Mehmood Tenants
Saiqa Munir

Gurpreet Singh Dhaliwal and Harkirat Kaur Grewal (the 'Landlords') applied for an order to terminate the tenancy and evict Shahid Mehmood and Saiqa Munir (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application); and the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another Tenants (L2 Application).

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date. The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

The Landlords, Gurpreet Singh Dhaliwal and their representative, Shubh Randhawa, and the Tenants attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.

3. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. It is not in dispute that the Tenants have not made any payments since the application was filed. The rent arrears owing to January 31, 2026 are \$33,000.00. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlords collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
7. Interest on the rent deposit, in the amount of \$268.38 is owing to the Tenants for the period from April 1, 2021 to January 7, 2026.

L2 Application – N5

8. On September 4, 2025, the Landlords served the Tenants an N5 notice of termination with a termination date of September 30, 2025. The notice alleges the Tenants have substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords by not paying the utilities from February 1, 2024 to August 31, 2025.
9. It is not in dispute that under the terms of the tenancy agreement the Tenants are required to pay for the water, gas and electricity and have not paid the utility charges totaling \$5,647.99 for the period from February 1, 2024 to August 31, 2025.
10. The Tenants did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act) by paying the Landlord the outstanding utility charges by September 30, 2025.
11. I find that the Tenants' failure to pay the required utility charges substantially interfered with the Landlords' lawful right, privilege, or interest in the rental unit. The evidence before me establishes that the Landlords are responsible to pay for the mortgage and insurance on the rental property, they rely on the Tenants' compliance with the tenancy agreement to meet their financial obligations. As a result of Tenants' non-payment of the utilities, the Landlords were required to pay for electricity, gas, and water charges that were not theirs to bear, in order to avoid service interruption and penalties associated with the accumulated arrears. The Landlord submitted that the utility expenses has caused significant financial strain to them.
12. The Landlord's application also seeks compensation for the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs. During the hearing the Landlords' representative requested that I amend the application to add the utilities outstanding for the months of September to January 2026 being an additional \$841.91. The Tenants did not oppose the amendment and the amount owed. Copies of the utility statements were served and filed with the Board. Therefore, I accept the Landlords' request to amend the application and find that the Tenants owe a total of \$6,489.90 for utilities.

Relief from eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. In this case, the parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Tenants testified regarding their income and expenses. The evidence establishes that the Tenants are unable to afford the current rent, and the arrears have accumulated to \$33,000.00. The Tenants also owe \$6,489.90 for utilities. The Tenants therefore owe a total of \$39,489.90, and they have not made any payments since the application was filed. I find that the tenancy is not viable.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated, and the Tenants must move out of the rental unit on or before February 22, 2026.
2. The Tenants shall pay to the Landlords \$34,651.87. This amount includes rent arrears owing up to the date of the hearing, the cost of filing the application, and utilities. The rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlords compensation of \$92.05 per day for the use of the unit starting January 8, 2026 until the date the Tenants moves out of the unit.
4. If the Tenants does not pay the Landlords the full amount owing on or before February 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 22, 2026, then starting February 16, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after February 23, 2026.

February 11, 2026**Date Issued**_____
Adeela Alvez

Member, Landlords and Tenants 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 of the Tenants expires on July 26, 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 Tenants must pay as the tenancy is terminated

Rent Owing To January 7, 2026	\$30,844.35
Application Filing Fee	\$186.00
Utilities owing to the Landlord	\$6,489.90
Less the amount of the last month's rent deposit	-\$2,600.00
Less the amount of the interest on the last month's rent deposit	-\$268.38
Total amount owing to the Landlords	\$34,651.87
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$92.05 (per day)