



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-052783-25

In the matter of: HOUSE, 37 PEAK DR
BRAMPTON ON L6X5S5

Between: SINGH BALJEET Landlord

And

SUKHVIR TOOR Former Tenant
JAGDEV TOOR

SINGH BALJEET (the 'Landlord') applied for an order requiring SUKHVIR TOOR and JAGDEV TOOR (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 17, 2026.

The Landlord's legal representative, Sibthey Hashain and the Landlord attended the hearing. One of the Former Tenants, Jagdev Toor, attended the hearing. Jagdev stated the other Former Tenant is his wife who was not able to attend the hearing but he had authorization to speak on her behalf.

I was satisfied with Jagdev's submissions under oath that he had proper authorization to speak for his wife in her absence.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
2. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on January 7, 2026 by mailing the documents to the Former Tenant's current address.
5. The Former Tenant vacated the rental unit on August 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent arrears owing

8. The lawful rent was \$4,200.00. It was due on the 1st day of each month.
9. The Former Tenant paid the Landlord \$7,400.00 at the commencement of the tenancy as advanced rent to cover the period from July 15, 2023, and the balance to be applied to August 1, 2023 and July 1, 2023 as advanced rent payments.
10. The Former Tenant did not dispute the advanced rent payment.
11. The tenancy ended on August 31, 2024 as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to August 31, 2024 are \$31,800.00.
13. The arrears are not in dispute.

NSF

14. The Landlord claims the Former Tenant tendered cheques to the Landlord that were returned as insufficient funds from the Landlord's financial institution in the amount of \$100.00 (4 x \$25.00 administration fees).
15. The Former Tenant does not dispute the Landlord's claim for the NSF fees.
16. Therefore, the Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges and \$28.00 for bank fees the Landlord incurred as a result of 4 cheques given by or on behalf of the Former Tenant which were returned NSF.

Payment plan request

17. The Former Tenant requested a repayment plan which was declined by the Landlord.
18. The Landlord requested an 11-day order for the arrears and stated at the hearing he will attempt to work out repayment with the Former Tenant before collecting on any interest.

19. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application for the arrears owing and the NSF administration fees.
20. The Landlord incurred costs of \$186.00 for filing the application and entitled to reimbursement of those costs.
21. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$31,800.00, which represents rent and compensation owing up to August 31, 2024.
2. Then Former Tenant shall also pay the Landlord \$100.00 for bank charges and related administration charges for cheques given by or on behalf of the Former Tenant which were returned NSF
3. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$4,315.36 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
5. The total amount the Former Tenant owes the Landlord is \$32,086.00*. See Schedule 1 for the calculation of the amount owing.
6. If the Former Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Greg Brocanier
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To August 31, 2024	\$31,800.00
NSF Charges	\$100.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$32,086.00