



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Gupta v Pilatin, 2026 ONLTB 18206

Date: 2026-03-02

File Number: LTB-L-109302-25

In the matter of: 8421 CREDITVIEW RD
BRAMPTON ON L6Y0G7

Between: Ritu Gupta Landlords
Sanjeev Kumar Gupta

And

Eyupcan Pilatin Tenants
Onur Nuhat Yardimci
Resul Tutak
Yusuf Tutak
Abdullah Yilmaz

Ritu Gupta and Sanjeev Kumar Gupta (the 'Landlords') applied for an order to terminate the tenancy and evict Eyupcan Pilatin, Onur Nuhat Yardimci, Resul Tutak, Yusuf Tutak and Abdullah Yilmaz (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application)

The Landlords also applied for an order to terminate the tenancy and evict the Tenants because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlords also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses 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 (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 11, 2026 at 10:20 a.m.

The Landlords Ritu Gupta, Sanjeev Kumar Gupta, the Landlord's representative Eleni Papasthethakis and Yusuf Sinan Ulukanligi the representative for the Tenants Eyupcan Pilatin, Onur Nuhut Yardimci and Abdullah Yilmaz attended the hearing.

As of 10:20 a.m., the Tenants Resul Tutak and Yusuf Tutak 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

Preliminary Issue:

1. The Tenant's representative appearing on behalf of Eyupcan Pilatin, Onur Nuhut Yardimci and Abdullah Yilmaz submitted that these three Tenants vacated the rental unit and should therefore not be liable for the arrears claimed in the Landlord's L1 application or any utility arrears claimed in the Landlord's L2 application, instead the arrears should rest with the two remaining Tenants, Resul Tutak and Yusuf Tutak.
2. The Tenant's representative relied upon an email allegedly sent to the Landlord providing 30 days' notice that the aforementioned mentioned Tenants would be vacating the unit, as well as an N9 – Tenant's Notice to End the Tenancy, dated January 27, 2026, which lists a termination date of September 30, 2025.
3. The Landlord's representative submitted the Landlord never received a valid N9 Notice of termination and that the tenancy remains intact with all five Tenants based on the terms of the fixed term lease agreement. Entered into evidence was signed copy of the agreement to lease dated July 22, 2025, signed by all five Tenants.

Analysis

4. The tenancy agreement is a fixed-term lease commencing July 2025 and ending in July 2026. Upon review of the documentary evidence, it is clear the fixed term has not expired.
5. Under section 44 of the *Residential Tenancies Act, 2006* ("the Act"), a tenant must provide at least 60 days' notice of termination, and the termination date must comply with *the Act*. For a fixed-term tenancy, the termination date cannot be earlier than the end of the fixed term, unless the Landlord consents.
6. The N9 dated January 27, 2026 purports to terminate the tenancy retroactively as of September 30, 2025. A notice of termination cannot operate retroactively and must comply with the statutory notice requirements. I find this notice does not comply and therefore is invalid.
7. The email relied upon by the Tenant's representative also does not satisfy the requirements of a valid notice under *the Act*. It does not clearly identify the names of the Tenants who are requesting to terminate the tenancy, does not provide the required notice

period, and there is no evidence before me that demonstrates the Landlord consented to an early termination.

8. Accordingly, I find that no valid notice of termination was given, and the tenancy remains in effect; further, I find that all five Tenants signed the tenancy agreement and remain jointly liable for the obligations under the tenancy agreement, including the rent. The Tenant's motion is dismissed.
9. Moving forward when the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

L2 Application

10. The Board dismisses this portion of the Landlord's application. Below are my reasons.
11. The Board raised the issue that Landlord's application was invalid, such that unpaid utility bills were not suitable grounds for a N5 notice of termination.
12. Under section 64 of the *Residential Tenancies Act, 2006* ("the Act"), a landlord may give an N5 notice of termination if the tenant substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants, or substantially interferes with another lawful right, privilege or interest of the landlord.
13. The Landlord's sole allegation concerns unpaid utility charges.
14. *The Act* distinguishes between monetary and behavioural grounds for termination. Section 64 of *the Act*, which permits termination for substantial interference with reasonable enjoyment, does not generally apply to situations involving unpaid utilities unless this lack of payment led to, or is leading to, substantial interference circumstances such as disrupting or cutting off the utilities.
15. In this case, the Landlord testified there has been no disruption in the utility services and as of the date of the hearing the utilities remain connected with no imminent risk of the utilities being at risk.
16. A tenant's failure to reimburse or pay utilities does not, by itself, generally constitute interference or damage under section 64. I find in this case, the appropriate remedy for unpaid utilities is a monetary claim under section 87 of *the Act*, which permits a landlord to seek payment of money owed under the tenancy agreement other than rent. Accordingly, an N5 notice is not the correct form for this allegation.
17. As the Landlord's application sought no additional remedies, this portion of the Landlord's application is dismissed.

L1 Application

18. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
19. As of the hearing date, the Tenant was still in possession of the rental unit.
20. The lawful rent is \$4,800.00. It is due on the 1st day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$157.81. This amount is calculated as follows: \$4,800.00 x 12, divided by 365 days.
22. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
23. The rent arrears owing to February 28, 2026 are \$24,800.00.
24. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
25. The Landlord collected a rent deposit of \$4,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
26. Interest on the rent deposit, in the amount of \$46.95 is owing to the Tenant for the period from July 23, 2025 to February 11, 2026.

Relief from eviction

27. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of *the Act*.
28. The Tenant's representative submitted that the Tenants are newcomers with challenges speaking the English language, and for this reason it would be difficult to compete a housing search, and requested should an eviction be granted, the Board delay the eviction.
29. The Landlord's representative further submitted that any delay would only further prejudice the Landlord as the arrears were significant.
30. I find after reviewing all the evidence it would be unfair to grant relief from eviction. The Tenant did not provide any documentary evidence to support their claim a language barrier exists, and even if it did exist, did not lead any evidence to demonstrate how this alleged barrier has contributed or will contribute to challenges completing a housing search. The arrears are substantial, and I am persuaded that in these circumstances, any delay in the eviction would only further prejudice the Landlord.

It is ordered that:

L2 Application

1. The Landlord's L2 application is dismissed.

L1 Application

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$29,786.00 if the payment is made on or before March 13, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 13, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 13, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,874.96. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$157.81 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 13, 2026, then starting March 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 14, 2026.

March 2, 2026
Date Issued

Greg Witt
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.

In accordance with section 81 of *the Act*, the part of this order relating to the eviction expires on September 14, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 13, 2026

Rent Owing To March 31, 2026	\$33,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Total the Tenant must pay to continue the tenancy	\$29,786.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$25,735.91
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$46.95
Total amount owing to the Landlord	\$17,874.96
Plus daily compensation owing for each day of occupation starting February 12, 2026	\$157.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	