



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sandhu v Minhas, 2026 ONLTB 18385

Date: 2026-03-04

File Number: LTB-L-103526-25

In the matter of: Main Floor, 42 FLAMINGO CRES
BRAMPTON ON L6T2G5

Between: Mandheer Sandhu Landlord

And

Harvir Singh Minhas Tenants
Deepali Minhas

Mandheer Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Harvir Singh Minhas and Deepali Minhas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 24, 2026.

The Landlord, the Landlord's representative, Simarpreet Singh Sandu, and the Tenant, Harvir Singh Minas on behalf of both Tenants, attended the hearing. Mr. Minas declined to speak to Duty Counsel prior to the hearing.

All references in this Order to the Tenant singular are to the Tenant that was present.

Determinations:

1. The Landlord 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 \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to February 28, 2026 are \$10,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

9. The Landlord sought a standard, 11-day order to terminate the tenancy and evict the Tenants, unless they voided this Order. The Tenants wish to preserve the tenancy, and suggested a payment plan.
10. Tenants have only paid one month's rent since moving in in January 2025, and have not paid any utilities as agreed under the lease. The Landlord has attempted to negotiate a payment plan; but, he testified the Tenants failed to communicate with him.
11. I was not satisfied the Tenants currently have a source of income. The Tenant recently got a job as a truck driver and although he expects to make \$5,000.00 per month, work has been slow to start and he did not provide any pay stubs. When pressed about his current income, he was vague. The Tenant's wife is unemployed.
12. In light of unclear and unsubstantiated household income and the fact the Tenants have made no good faith payments since the application was filed, I do not find a payment plan is appropriate.
13. When canvassed for how much time they would need to relocate, the Tenant indicated they could move out by March 15, 2026.
14. Since the Tenants are able to relocate by March 15, 2026 and there were no other extenuating circumstances presented for me to consider delaying or denying eviction, I am granting the standard 11-day order to terminate the tenancy and evict the Tenants.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the fact that the Landlord attempted to negotiate a payment plan, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,686.00 if the payment is made on or before March 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,416.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting February 25, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 15, 2026, then starting March 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 16, 2026.

March 4, 2026
Date Issued

Vanessa Davies
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 16, 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 15, 2026

Rent Owing To March 31, 2026	\$13,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,686.00

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

Rent Owing To Hearing Date	\$10,230.48
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,416.48
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	