



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

File Number: LTB-L-103307-25

In the matter of: 13, 11 HONEYCRISP CRES
CONCORD ON L4K0N6

Between: AMRIT GREWAL Landlords
HARJEEWAN GREWAL

And

WAYNE MARTIN Tenants
JAMIKA MARTIN

Amrit Grewal and Harjeewan Grewal (the 'Landlords') applied for an order to terminate the tenancy and evict Wayne Martin and Jamika Martin (the 'Tenants') because the Tenants did not pay the rent that they owe.

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

Only the Landlords attended the hearing.

As of 1:34 p.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 Landlords' evidence.

Following the conclusion of the hearing, the hearing was reconvened at 3:10 p.m. and the Landlord Amrit Grewal attended and provided evidence as to the date the tenancy began and when the last month's rent deposit was collected.

Determinations:

1. The copy of the Notice to End Tenancy Early for Non-payment (N4 Notice) that the Landlords uploaded to the Tribunals Ontario Portal (TOP) was not signed.
2. At the hearing, the Landlords testified the copy of the N4 Notice that was provided to the Tenants was signed. The hearing was held down to permit the Landlords to provide a copy of the signed N4 Notice to the LTB and the Tenants who were copied on the Landlords' email. We reviewed the copy of the N4 Notice provided by the Landlords and based on that document and the Landlords' oral evidence were satisfied the Landlords served the Tenants with a signed copy of the N4 Notice.

3. The Landlords served the Tenant with a valid 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,000.00. It is due on the 1st day of each month. The Landlords' application erroneously indicated the monthly rent was \$9,100.00 – the amount of arrears alleged at the time the application was filed. As a result, the application was amended to correctly reflect the monthly rent.
6. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026, are \$15,100.00.
9. The Landlords collected a rent deposit of \$3,000.00 from the Tenant. The Landlords advised this deposit was applied to the last month of the original one-year lease in 2024. Section 106(10) of the Act provides the last month's rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. As a result, we find the Tenants have already received the benefit of the last month's rent deposit.
10. Nonetheless we find it appropriate to award the Tenants the interest they would have been entitled to had the Landlords continued to hold the last month's rent deposit to the date of hearing. As a result, we find interest on the rent deposit, in the amount of \$175.37 is owing to the Tenant for the period from October 1, 2023, to February 24, 2026.
11. The Landlords waived any entitlement to their costs of filing their application.

Relief from Eviction

12. The Landlords sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. They testified they are working more to cover the mortgage and expenses on the rental property and that the arrears are causing stress.
13. The Landlords testified the male Tenant is employed; however, he was not feeling well and had been hospitalized in the summer. As a result, the Landlords reached out to negotiate and work with the Tenants to preserve the tenancy.
14. Both before and after the application was filed, the Tenants advised at various points in time both that they would make payments and that they would vacate. They have done neither since the filing of the application and have now stopped responding.
15. As the Tenants were not present or represented no other circumstances were presented.

16. We 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.

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:**
 - \$18,100.00 if the payment is made on or before March 16, 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 16, 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 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,270.69. This amount includes rent arrears owing up to the date of the hearing. 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.
6. The Tenant shall also pay the Landlord compensation of \$98.63 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 16, 2026, then starting March 17, 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 17, 2026.

March 5, 2026
Date Issued

Amit Gursaud
Member, Landlord and Tenant Board

Rebecca Case
Vice-Chair, 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 17, 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 16, 2026

Rent Owing To March 31, 2026	\$18,100.00
Total the Tenant must pay to continue the tenancy	\$18,100.00

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

Rent Owing To Hearing Date	\$14,467.12
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$196.43
Total amount owing to the Landlord	\$11,270.69
Plus daily compensation owing for each day of occupation starting February 25, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	