



AMENDED ORDER
Order under Section 87
Residential Tenancies Act, 2006
And section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-049166-25

In the matter of: Basement apartment, 24 Hayloft Court
Brampton ON L6X4R7

Between: Gurdip Singh Heer Landlord

And

Melinda Elizabeth Brito Former Tenant

This amended order is issued to correct a clerical error in the original order issued February 25, 2026. The amendment is bolded and underlined for ease of reference.

Gurdip Singh Heer (the 'Landlord') applied for an order requiring Melinda Elizabeth Brito (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord and the Former Tenant attended the hearing.

Preliminary issues:

1. The Former Tenant raised the following issues:
 - The Landlord only identified one of the Former Tenants on the application, and omitted the Former Tenant Gary Brito;
 - The Landlord and the Former Tenant had entered into a settlement agreement and the Landlord is seeking a higher amount for the same period the settlement covers; and
 - The Former Tenant raised section 82 issues.

Former Tenant not named on application

2. The Former Tenant attending the hearing, Melinda Elizabeth Brito (Melinda) stated the Landlord did not identify the other named Former Tenant. Melinda stated that Gary Brito (Gary), her former partner was a joint Tenant in accordance with the tenancy agreement.
3. The Landlord submitted a copy of the tenancy agreement as part of his evidence in support of his application for arrears.
4. The tenancy agreement indicates that Melinda Brito and Gary Brito signed a joint tenancy commencing on February 1, 2022 for a fixed term of one year ending on January 31, 2023.
5. The Landlord submits that Gary vacated the rental unit sometime in January 2024 and he did not include him on the L10 application.

Analysis

6. Section 87 of the Act states:

Applications

Application for arrears of rent

87 (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears of rent if,

(a) the tenant or former tenant did not pay rent lawfully required under the tenancy agreement; and

(b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day subsection 18 (1) of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 18 (1).

Application under subs. (1)

(1.1) An application under subsection (1) may be made,

(a) while the tenant is in possession of the rental unit; or

(b) **no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.** 2020, c. 16, Sched. 4, s. 18 (1).

[Emphasis added]

7. Melinda did not dispute that Gary vacated sometime in January 2024. The Landlord's application was filed June 13, 2025, more than one year after Gary had vacated the rental unit.
8. Based on the tenancy agreement submitted by the Landlord, the Former Tenants are jointly and severally liable for rent, meaning the Landlord is entitled to collect the full rent arrears from either or both Former Tenants. Even if I accept Melinda's submission and amend the application to include Gary and issue an order for payment against both Former Tenants, the Landlord would be free to enforce payment of the full order against either of them. The Landlord is also entitled to pursue the claim for arrears against only one tenant, as is the case here.
9. What this means is the application does not need to be amended to include the Former Tenant Gary and the Former Tenant, Melinda as identified on the application is liable for the full amount owing, even if the other Former Tenant may also be liable for some of it.
10. The Former Tenant's request to amend the application and add the joint Former Tenant is denied.

Settlement agreement

11. The Former Tenant submits that a prior settlement agreement addresses the arrears owing and the parties agreed on a reduced amount from \$9,000.00 to \$3,000.00 and the Landlord is obligated to honour that agreement.
12. The Former Tenant submitted the Landlord failed to attend a hearing on March 31, 2025 where the parties intended to have the Board issue an order for the terms of the settlement on consent, however neither the Landlord nor the Landlord's legal representative attended.
13. The Former Tenant stated she was advised she did not have to continue with the payments, however when she was contacted by the Landlord after the hearing the Former Tenant offered to continue the payments for the settlement amount of \$3,000.00 and the Landlord declined.
14. The Landlord does not dispute that he and the Former Tenant entered into a settlement agreement and had intended to request an order on consent from the Board for the terms for repayment of \$3,000.00.
15. The Landlord did not attend and stated his legal representative failed to attend on his behalf and the member issued an abandon order closing the file.
16. The Landlord filed a review that was denied by the Board in an endorsement issued June 13, 2025.
17. The Landlord stated that the Former Tenant stopped making payments and the Landlord subsequently was entitled to file an L10 application claiming the full amount of arrears owing.
18. The Landlord submitted a copy of the settlement agreement to support his position the Former Tenant breached the settlement agreement terms.

Analysis

19. The settlement agreement states the Landlord and Former Tenant agree to a reduced amount owing of \$3,000.00 and the Former Tenant will make payments of \$500.00 on the first day of each month.

20. Paragraph 9 of the settlement agreement states:

“The Tenants further agree that the terms of these Minutes of Settlement can be raised as an absolute bar to any subsequent claim of any kind in violation of the terms of these Minutes of Settlement, **and if violated the landlord shall be entitled to his full indemnity** costs of any subsequent proceedings plus disbursements accordingly.”

[emphasis]

21. There is no dispute the Former Tenant stopped making payments. Whether the Former Tenant was advised she no longer needed to because of the abandon hearing or she did so of her own doing, there is no dispute the Former Tenant is in breach of the settlement agreement for payment to the Landlord.

22. The Former Tenant's argument is based on the premise of *res judicata*, simply put *res judicata* means that once a legal issue has been finally decided by a court or tribunal, the same parties cannot bring the same issue back to be decided again.

23. Since the Minutes of Settlement were not solidified in a Board order there is nothing preventing the Landlord from filing an L10 application with the Board for the full amount of arrears owing.

24. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord's application is properly before the Board.

Former Tenant raised section 82 issues

25. Board records indicate the Former Tenant filed section 82 issues on the three Board approved forms (numbered for ease of reference form 1, form 2 and form 3) on January 26, 2026.

26. The Landlord did not dispute the Former Tenant's submissions.

Items dismissed, reasons and details not met

27. The onus rests with the applicant, in this case the Former Tenant to provide sufficient details to support the claims for section 82 issues.
28. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property, [2002] O.J. No. 5931*. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
 - a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
29. Although the decision in *Ball v Metro* applies to a Landlord’s N5 notice, I note that the same level of details like dates and times of incidents the Former Tenant claims the Landlord is in breach are required in order for the Landlord to know the case to be met.
30. The Board’s section 82 form “Issues a Tenant Intends to Raise at a Rent Arrears Hearing” (section 82 form) has been developed with instructions to elicit the necessary details required for the Former Tenant to make a claim and provide sufficient reasons and details.
31. The section 82 form provides headings for the Former Tenant to fill in including “When did the issue start?”, “When did you tell the Landlord?” and “Is the issue resolved?”.
32. The Former Tenant submitted the section 82 forms and many of the issues identified by the Former Tenant have incomplete or omitted details like the date the issues started and when she put the Landlord on notice. In the issues resolved column the Former Tenant has left that column blank or in some cases indicated “unsure”.
33. For procedural fairness, *Ball v. Metro Capital* and Board forms require applicants to be the ones to provide sufficient details for the claims that are being made. Only then can the respondent fairly have a chance to respond to those claims.
34. For all the reasons above I find the Former Tenant has not met requirements for the section 82 issues raised and therefore they will not be admitted for consideration and the following items will be dismissed:
 - Bathroom leak;
 - Sewage water back up;
 - Presence of rodents in the rental unit;
 - Storm drain causing flooding and ice build up;

- Unstable stairs on side of rental unit;
- Tampering of cameras; and
- Kitchen sink back up.

Section 82 items

35. The following issues raised by the Former Tenant are admitted for the Board's consideration for remedy:

- Landlord adjusted utilities and charged more than the 30% as agreed to in the tenancy agreement;
- Flood inside the rental unit caused by upstairs tenant, Former Tenant used towels to clean and had to dispose of the towels and pay the deductible for the insurance coverage; and
- Former Tenant claims Landlord was responsible for lawn maintenance.

Utilities

36. The Former Tenant claims the Landlord collected an illegal charge by collecting additional utility costs. The Former Tenant submits the tenancy agreement stated that the Former Tenants would pay 30% of the utilities but the Landlord collected 70% and 100% for water.
37. The position of the Landlord is he charged higher amounts when the other rental unit in the residential complex was not occupied. The Landlord states it is reasonable that since the Former Tenants were the only ones using the utilities that they pay for what they used.

Analysis

38. In my view it is not reasonable for the Former Tenant to claim their share of the utilities should remain at 30% when the other rental unit is not occupied, and the Former Tenant is using 100% of the utilities.
39. In the remedy section of the Former Tenant's submission she seeks a 30% credit for the difference in all the utilities paid however even if I accept that some credit be applied the Former Tenant has led with insufficient evidence of exactly what amount to apply the 30% to.
40. Normally on an claim like this I would expect to see utility bill invoices or bank statements from the Former Tenant to show amounts paid.
41. In the absence of such evidence and with submissions before me I find the Former Tenant's claim must be dismissed.

Flood in rental unit: lost items and insurance

42. The Former Tenant claims a flood was caused by the upstairs tenants. The Former Tenant stated she incurred costs to clean up the flood by using towels that she was forced to dispose of.
43. The Former Tenant also claims she paid a deductible for the insurance coverage that the Landlord is responsible for.
44. The position of the Landlord is he is not responsible for the towels the Former Tenant disposed of or the deductible paid by the Former Tenant.

Analysis

45. The flood occurred on June 6, 2023.
46. The Landlord's application was filed on June 13, 2025.
47. Board records indicated the Former Tenant submitted her section 82 issues on January 26, 2026.
48. At a hearing for arrears a tenant or former tenant may raise issues under section 82 that could have been the subject of an application, however the section 82 submissions must be made within one year of the incident in accordance with section 29(2) that states: "*No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.*"
49. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant's claim for remedy for the flood is time statute barred, and the Former Tenant did not file the section 82 claim within one year of the incident.

Lawn mower / maintenance

50. The Former Tenant claims that the Landlord provided a lawn mower for the Former Tenant to conduct lawn maintenance. The Former Tenant stated that upon moving in the Former Tenant found the lawn mower was damaged by the previous tenants.
51. The Former Tenant stated that she hired a lawn maintenance company and paid \$125.00 bi-weekly for the law maintenance. The Former Tenant stated that when the other rental unit was occupied the other tenants would share the cost.
52. The onus rests with the applicant, in this case the Former Tenant to provide sufficient evidence and details to support their claim the Landlord was responsible for the lawn maintenance and prove the reasonable out-of-pocket costs the Former Tenant incurred.

53. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant has not proved the Landlord was responsible for the lawn maintenance.
54. Further, the Former Tenant has led with insufficient evidence of proof of payment to the lawn maintenance company, and what portion she paid and what portion the other tenants paid.
55. Normally on a claim like this I would expect to see invoices paid to the lawn maintenance company or bank statements showing payments made the Former Tenant is claiming.
56. In my view the Former Tenant has led with sufficient evidence to support her claim for the payments made to the lawn maintenance company.
57. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Former Tenant has not proved the allegations for her claim of the out-of-pocket expenses for lawn maintenance.
58. Therefore, the Former Tenant claim is dismissed.

Determinations:

59. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities.
60. 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.
61. 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.
62. These documents were served on June 13, 2025.
63. The Former Tenant vacated the rental unit on February 1, 2025.
64. 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 \$1,500.00. It was due on the 1st day of each month.
9. The Former Tenant has not made any payments since the application was filed.
- 10. The Former Tenant stated she paid \$500.00 towards the amount owing in the settlement and the arrears owing are \$8,500.00.**

11. The tenancy ended on **February 1, 2025** as a result of the Former Tenant moving out in accordance with a notice of termination, accepted by the Landlord. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to are \$8,500.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,500.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$140.81 is owing to the Former Tenant for the period from August 1, 2019 to February 1, 2025.
17. 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 in the amount of \$9,000.00 up to February 1, 2025.
18. The Former Tenant's section 82 issues are dismissed and therefore there is no offset with any remedy to apply to the arrears.
19. At the hearing the Former Tenant requested the Landlord consider a repayment plan for the arrears owing.
20. The Landlord declined the Former Tenant's offer.
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 \$9,000.00, which represents rent and compensation owing up to February 1, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
- 3. The Former Tenant paid \$500.00 to the Landlord after the Former Tenant vacated the rental unit.**
4. The Landlord owes \$1,640.81 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 ~~\$7,545.19~~ **\$7,045.19***. 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 8, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

March 4, 2026
Date Amended

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	\$9,000.00
Application Filing Fee	\$186.00
Payment made by Former Tenant	- \$500.00
Less the amount of the last month's rent deposit and interest	- \$1,640.81
Total amount owing to the Landlord	\$7,545.19 \$7,045.19