



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mclver Holdings v Singh, 2026 ONLTB 8089

Date: 2026-03-04

File Number: LTB-L-088228-25

In the matter of: UNIT 3 - 915 RICHMOND ST
LONDON ON N6A3J2

Between: Mclver Holdings Landlord

and

Prabhpreet Singh Tenant

Mclver Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Prabhpreet Singh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

The Landlord, Jim Mclver, Tina DeMelo, the Landlord's Agent, and the Tenant attended the hearing. .

Determinations:

Tenant's Adjournment Request Denied

1. The Tenant requested an adjournment in order to speak with Duty Counsel and because he has a disability.
2. The Landlord opposed the Tenant's request. The Landlord's Agent submitted the request was prejudicial to the Landlord as the Landlord has tried to work with the Tenant since he moved in but the Tenant has only paid rent in one month since May 2025.
3. Rule 21.8 of LTB Rules of Procedure, provides an adjudicator may adjourn a hearing where satisfied it is necessary for an adequate hearing to be held. Factors to be considered include the reason for the adjournment, the issues in the application, any resulting prejudice, the history of the proceeding, and the LTB's duty to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

4. Rule 21.9 further provides adjournments will only be considered in exceptional circumstances
5. Section 10 of the *Statutory Powers Procedure Act*, provides a party may be represented at a hearing. However, the LTB's *Guideline 1: Adjourning and Rescheduling Hearings* clarifies that this right is not absolute and "the onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date".
6. The Tenant claimed he only received notice of this hearing the day before. However, the LTB's Records show the Notice of Hearing was emailed to the Tenant on November 4, 2025. In addition, the LTB's records show that a hard copy of the Notice of Hearing was mailed to the Tenant at the rental unit on December 17, 2025, and so I did not find the Tenant's evidence that he did not receive the Notice of Hearing credible.
7. The Notice of Hearing provides information on how to register for Duty Counsel the day of a hearing and how to find a local clinic. The day of the hearing the Tenant asked to speak with Duty Counsel, but no Duty Counsel was available from the Tenant's region before the hearing began from which I infer he did not register with the Duty Counsel's online registration system. There was no evidence of any other steps the Tenant took to obtain representation or advice.
8. I found his evidence in this regard related to understanding and navigating the LTB processes with the assistance of counsel. I did not find how any of symptoms as a result of his disability otherwise prevented him from participating in the hearing.
9. With respect to both of the above issues, there was no indication the Tenant had taken steps to either request that the hearing be rescheduled in advance or made any request for accommodation and no documentation supporting the basis for the Tenant's request was before me.
10. In the above circumstances, I was not satisfied the Tenant had made all reasonable efforts to find a representative prior to the hearing, was concerned about the prejudice to the Landlord, and was not satisfied the Tenant had demonstrated how proceeding with the hearing would be prejudicial to him. As a result, I was not satisfied an adjournment was required in order for an adequate hearing to be held and the Tenant's request was denied.
11. I have however considered the Tenant's evidence as to his disability status with respect to relief from eviction below. The Tenant did not explicitly articulate what kind of support he needed to alleviate his symptoms during the hearing to accommodate his disability. Nevertheless, I endeavoured to ensure the Tenant was able to understand and participate in the proceeding.

L1 Application

12. 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.

13. As of the hearing date, the Tenant was still in possession of the rental unit. The address on the Landlord's application did not indicate what unit number the Tenant lives in; however, both the N4 Notice and the Landlord's L1/L9 Information Update Sheet indicate the rental unit is Unit 3. As a result, I have amended the application to reflect this.
14. The lawful rent is \$750.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: $\$750.00 \times 12$, divided by 365 days.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to January 31, 2026 are \$6,250.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Relief from Eviction

20. The Landlord is requesting a standard 11-day order to terminate the tenancy and evict the Tenant, unless he voids this Order.
21. The Tenant wishes to continue to the tenancy. He testified he was promised a drug and smoke free environment but this occurs at least half of each week. He testified both that this has disrupted his life and that he has learned to live with this. As a result, I do not find this rises to the level of a serious and ongoing issue such that denial of eviction would be mandated under s. 83(3) of the Act.
22. The Tenant is unemployed and, although he has tried to find a job, he has been unsuccessful.
23. The Tenant testified he applied for ODSP in the summer and is currently on a wait list for a diagnosis. Although hopeful he would see a doctor within a few weeks based on his understanding that they are now seeing people from around the time he applied, there is no certainty to the timing of this. Similarly, while the Tenant testified he hoped to be able to receive \$1,400.00 a month that would enable him to pay rent and amounts towards his arrears, when this might begin was unknown.
24. The Landlord's Agent submitted they have tried to work with the Tenant and been understanding of his circumstances as set out above; but, despite requests, the Tenant has not provided any supporting medical documentation, and has not followed through on promises.
25. In the absence of certain evidence as to whether the Tenant would qualify for assistance when this might begin and how much the Tenant might receive, I do not find there is evidence that would support ordering a payment agreement.

26. However, given the Tenant's circumstances, I have provided the Tenant until the end of March to see if he is able to get assistance to pay all arrears owed and void the order or at the every least try to make alternative arrangements for residential accommodation.
27. I 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 not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) 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:**
 - \$7,936.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,179.20. 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 \$24.66 per day for the use of the unit starting January 21, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 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 October 1, 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 31, 2026

Rent Owing To March 31, 2026	\$7,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,936.00

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

Rent Owing To Hearing Date	\$5,993.20
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$6,179.20
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$24.66 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	