



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

File Number: LTB-L-109095-25

In the matter of: Main & 2nd Floor, 18 IVYBRIDGE DR
BRAMPTON ON L6V2X2

Between: HEMA SCORCA Landlord

And

HARMINDER SYAL Tenants
DIMPLE AGGARWAL

HEMA SCORCA (the 'Landlord') applied for an order to terminate the tenancy and evict HARMINDER SYAL and DIMPLE AGGARWAL (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord, the Landlord's Legal Representative, Sathiyapriya Kalamathian, the Tenants and the Tenants' Legal Representative, Kush Gupta, attended the hearing.

Determinations:

Preliminary Issue: N4 Validity

1. The Tenants disputed that they were served a N4 notice of termination. The Landlord's witness presented evidence as to when and how he served the N4 notice. The Landlord uploaded a copy of the N4 notice of termination to the portal on March 2, 2026, and the Tenants' Legal Representative stated they had insufficient time from when it was uploaded to provide their counter evidence.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on February 28, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit
4. As the Tenants are no longer residing in the rental unit, I stated that eviction was now a moot point, and the application would proceed on the basis of arrears.

Preliminary Issue: Combining L1 application with the T6 application

5. The Tenant sought to combine the L1 application with their T6 application on the basis that they have overlapping issues.
6. The Landlord opposed combining the L1 application with the T6 application. The Landlord stated this was the first time the request had been mentioned, and they testified that combining the files was not necessary to proceed.
7. I denied the request to combine the L1 application with the Tenants' T6 application. For a request to combine to be granted, it must be established that hearing the matters separately would risk inconsistent findings or that there is a significant overlap of material legal issues or evidence. I was not satisfied on a balance of probabilities that hearing the issue of rent arrears and the T6 application separately would risk inconsistent findings or that there are overlapping material legal issues.

L1 Application:

8. The lawful rent is \$3,650.00. It was due on the 1st day of each month.
9. The Tenants have paid \$3,650.00 to the Landlord since the application was filed.
10. The rent arrears owing to February 28, 2026 are \$7,300.00. The Tenants disputed the amount of the rental arrears.
11. The Tenants testified that they did not pay rent for December 2025 or January 2026. The Tenants testified they did not pay their rent due to maintenance concerns. While the Tenants may have had maintenance concerns, they did not dispute that they failed to pay rent for the period claimed by the Landlord, therefore I am satisfied on a balance of probabilities that the Landlord has established that the amount of the rent arrears owing to February 28, 2026 are \$7,300.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$3,650.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$63.84 is owing to the Tenant for the period from May 1, 2025 to February 28, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of February 28, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$3,772.16. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before March 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2026 at 4.00% annually on the balance outstanding.

March 18, 2026

Date Issued

Allana McComb

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$10,950.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,650.00
Less the amount of the last month's rent deposit	- \$3,650.00
Less the amount of the interest on the last month's rent deposit	- \$63.84
Total amount owing to the Landlord	\$3,772.16