



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

File Number: LTB-L-089325-25

In the matter of: 127 PAGEBROOK CRESCENT
HAMILTON ON L8J1X5

Between: Thejvir Singh Bhattii Landlord

And

Brennan Magyar Tenants
Shannon Magyar
Derrick Copeland

Thejvir Singh Bhattii (the 'Landlord') applied for an order to terminate the tenancy and evict Brennan Magyar, Shannon Magyar and Derrick Copeland (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 3, 2026.

The Landlord and the Tenant, Shannon Magyar attended the hearing on behalf of all Tenants.

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 \$2,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$93.70. This amount is calculated as follows: \$2,850.00 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 \$14,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,850.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$118.47 is owing to the Tenants for the period from April 22, 2024 to February 3, 2026.

Relief from eviction

10. The Landlord requested a standard 11-day eviction order on the basis that the rental arrears are substantial, and no payments have been made since the application was filed. The Landlord submitted that attempts were made to establish a repayment plan and to engage in mediation; however, the Tenants were minimally responsive and did not comply with prior payment arrangements. The Landlord further submitted that the Tenants had previously accrued arrears of approximately \$15,000.00, which were satisfied at that time by the Tenant's father. The Landlord argued that this reflects an ongoing pattern of non-payment of rent.
11. The Landlord also submitted that he is experiencing financial hardship. He stated that he is a small landlord and, due to the significant arrears and lack of payment over the past year, he has been required to rely on a line of credit to meet his financial obligations, including the mortgage on the rental property.
12. The Tenant testified that she was involved in a motor vehicle accident on January 21, 2025, and that her mother passed away on February 17, 2025. She stated that these events, combined with her responsibilities caring for her child, have been overwhelming. The Tenant further testified that she applied for rental emergency assistance but was deemed ineligible because her rent exceeds 95% of her income following a loss of employment. The Tenant stated that her current monthly income is approximately \$1,600.00, derived from Ontario Works and Child Tax Benefits.
13. The Tenant testified that she is attempting to relocate to the York Region in order to access family, social, and childcare supports, which are not available to her in Hamilton, Ontario.
14. Having considered the evidence and submissions of the parties, I am not satisfied that the tenancy is viable, as the Tenant's monthly income is insufficient to meet the ongoing rent. The Tenant resides with two minor children, aged 8 years and 19 months. She also has a 20-year-old son who has been diagnosed with ADHD, oppositional defiant disorder, and autism.
15. At the hearing, I advised the Tenant that I would consider granting a delayed termination and indicated that such termination would likely be set for February 28, 2026. As that date has now passed, I find that issuing a standard 11-day eviction order is appropriate in the circumstances, particularly given that the Tenant has had more than one month to secure alternate accommodation.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord

attempted to negotiate a repayment agreement with the Tenants 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 Tenants is terminated unless the Tenants void this order.
 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,286.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$20,136.00 if the payment is made on or before April 5, 2026. See Schedule 1 for the calculation of the amount owing.
 3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 5, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 5, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,898.63. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$93.70 per day for the use of the unit starting February 4, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 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 6, 2026.

March 25, 2026

Date Issued

Christina Philp

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 6, 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 Tenants 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	\$17,100.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$17,286.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 5, 2026

Rent Owing To April 30, 2026	\$19,950.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$20,136.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,681.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$118.47
Total amount owing to the Landlord	\$8,898.63
Plus daily compensation owing for each day of occupation starting February 4, 2026	\$93.70 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	