



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-004842-26

In the matter of: MAIN FLOOR, 218 CRESTHAVEN RD
BRAMPTON ON L7A1G5

Between: HARPREET SOHAL Landlord
MANINDER KAUR

And

Kabir Sidhu Tenant

HARPREET SOHAL and MANINDER KAUR (the 'Landlord') applied for an order to terminate the tenancy and evict Kabir Sidhu (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

HARPREET SOHAL and MANINDER KAUR (the 'Landlord') also applied for an order requiring NAAZ AUTOS INC (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 10, 2026.

Only the Landlord attended the hearing.

As of 9:31 am, the Tenant was 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 Landlord's evidence.

Determinations:

1. The application is amended to name Kabir Sidhu as the respondent Tenant instead of his business.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, this tenancy is terminated and the Tenant must pay the Landlord \$13,649.78.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On November 26, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations by way of a brief summary: the Tenant failed to pay utilities they were obligated to pay, and the Landlord violated numerous by-laws, resulting in City fines which the Tenant failed to pay or otherwise address. Finally, the Tenant rents the unit as a short term rental thus operating a business without consent of the Landlord. The Landlord served an N6 and an N7 notice based on the latter allegation as well.
5. Based on the Landlord's uncontroverted evidence, which included credible testimony and extensive documentary evidence, I find that the Landlord established the allegations as contained in their notices of termination as alleged in said notices.
6. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant never paid what he was required to pay. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
7. The Landlord has also proven that the Tenant has used the rental unit or the residential complex in a manner that is inconsistent with use as residential premises.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement and caused the Landlord to incur costs to address the Tenant's by-law violations.
10. The Landlord has incurred reasonable out-of-pocket expenses of \$13,463.78 as a result of the Tenant's failure to pay heat, electricity and water costs (total of \$10,473.78) and the Tenant's misconduct (total of \$2,990).
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord requested that this tenancy be terminated as soon as possible. The Tenant did not attend the hearing to request relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 28, 2026.
2. If the unit is not vacated on or before March 28, 2026, then starting March 29, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 29, 2026.
4. The Tenant shall pay to the Landlord \$13,463.78, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs and the Tenant's other misconduct.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$13,649.78.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Vladimir Nikitin
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 of the Tenant expires on September 29, 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.