



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

File Number: LTB-L-084471-25

In the matter of: Basement # 1(One Bedroom Basement Apt),
28 TIGERLILY PL
BRAMPTON ON L6R2C8

Between: Nishan Singh Dhillon Landlord
Sukhwant Kaur Dhillon

And

Ritu Rani Tenant

Nishan Singh Dhillon and Sukhwant Kaur Dhillon (the 'Landlord') applied for an order to terminate the tenancy and evict Ritu Rani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The 2nd named Landlord, the Landlord's Legal Representative Vijayant Sood and the Tenant attended the hearing.

At the hearing the Tenant raised the following issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): breach of maintenance obligations, unlawful entry, forced eviction/forced to move out, and retention of the last month rent deposit.

Determinations:

1. 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.
2. The parties agree on the following:
 - The Tenant was in possession of the rental unit on the date the application was filed.
 - The Tenant vacated the rental unit on November 30, 2025.
 - The lawful rent prior to vacating was \$750.00.
 - The Tenant has paid \$9,750.00 to the Landlord since the application was filed.

- The Landlord collected a rent deposit of \$750.00 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.
 - The parties agree that the arrears outstanding are \$1,686.36, arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application and minus the amount of rent deposit. However, my calculation shows the outstanding balance is **\$1,658.12**. This based on the LMR of \$750.00 and interest of \$21.88.
3. The Tenant explicitly acknowledged they owe the Landlord rent arrears in the amount of \$1,686.36, subject only to section 82 claims.
 4. Interest on the rent deposit, in the amount of \$21.88 is owing to the Tenant for the period from October 1, 2024 to November 30, 2025.

Section 82 Issues – Claim 1 - Refrigerator

5. The Tenants alleged that the refrigerator supplied with the rental unit was too small for the household and unhygienic or not in acceptable condition for them. She had claimed to be have purchased a new fridge, but no evidence was presented such as a receipt or any documentary proof showing the Tenant had purchased a fridge.
6. The Tenants relied primarily on screenshots of text messages exchanged with the Landlord between December 2024 and August 2025.
7. I find that the evidence establishes that a refrigerator was provided without the tenancy, but the Tenant was dissatisfied with the size of the fridge. The evidence presented shows the Tenants alleges cleanliness concerns, but no independent or objective evidence (such as inspection reports, repair invoices, or photographs establishing inoperability) was provided showing that the refrigerator was non-functional for a prolonged period.
8. It appears the Tenant's primary concern was related to the size and personal suitability of the fridge, not the absence of a functioning appliance. The 'Act' does not require a landlord to provide an appliance of a particular size or upgrade an appliance to meet a tenant's personal preference, provide the appliance is functional.
9. I find that the preference for larger appliances does not amount to a breach of section 20 of the 'Act', the Landlord did provide a working appliance, and it was supplied.
10. The Tenant also sought reimbursement of \$350.00 for a refrigerator she claimed to have purchased. No receipt or reliable documentary proof of purchase was submitted into evidence.
11. I find that the Tenant has not established a breach of section 20 of the RTA with respect to the refrigerator. Accordingly, this claim is dismissed.

Claim 2 - Washing Machine

12. The Tenants alleged that the washing machine was not functioning properly for approximately two to three weeks in July 2025. She relied on text messages showing delayed responses and ongoing discussions regarding repair.
13. While I accept that there was a temporary disruption in the use of the washing machine. The Tenant could not identify a exact repair date, no repair invoices, technician reports, photographs were submitted.
14. The Landlord stated that the washing machine was still under warranty. They had contact a technician to repair the washing machine and it was completed within two weeks.
15. The evidence presented is that the Tenant alleged that the washing machine was not functioning for approximately two or three weeks. The evidence presented shows that the washing machine was still under warranty. The Landlord contacted a service technician, and repairs were completed within a reasonable time.
16. The Tenant provided no independent evidence (such as service reports or invoices) establishing an unreasonable delay or prolonged loss of service. Temporary service interruptions that are addressed within a reasonable time do not justify the level of compensation sought by the Tenant
17. I find that the Landlord met their maintenance obligations under the RTA with respect to the washing machine which was address within a two to three week period.

Claim 3 - Landlord Entered without Proper Notice

18. With respects to this claim, the Tenant was unable to identify when the alleged issue began, how long it persisted, or what specific conduct from the Landlord constituted the alleged breach.
19. I explained to the Tenant without dates or details of the allegation, the prevents the Landlord from making full answer and defence.
20. This claim was dismissed orally for lack of particulars.

Claim 4 - Forced Eviction / Forced to Move

21. The Tenant claimed that she was “forced to move” because the Landlord advised her that the kitchen might be removed following a municipal inspection. She relied on text messages referencing a city inspection, compliance with municipal instructions, and possible removal of the kitchen to meet code requirements.
22. I questioned the Tenant regarding who told her to leave, what exact words were used, and on what date she was allegedly instructed to vacate. Ultimately, the Tenant acknowledged that she had no documentary evidence that the Landlord told her to move, there were no text messages instructing her to vacate. There are no recording of such conversations telling her to vacate and could not identify a specific date when she was told to leave.
23. The Landlord evidence stated that the kitchen removal was mandated by municipal order, the unit may have been temporarily unfit remediation. However, at not time did she instruct

the Tenant to vacate. Lastly, the Landlord testified had she been advised the rental unit needs to be vacate for the remediation she would had arranged appropriate accommodations for the Tennat or given her an N13 if displacement needed to occur.

24. Based on the evidence presented, I find that compliance with a municipal order does not constitute a forced eviction. The Tenant's evidence must show coercion, threat, or instructions to vacate, no such evidence was presented by the Tenant.
25. I find that there is no evidence before that the Landlord told the Tenant to leave, forced her to leave, or threatened her in anyway. The claim for forced eviction/forced to move shall be dismissed.

Claim 5 - Last month rent deposit

26. I explained to the Tenant that the last month rent deposit was held by the Landlord and will be applied accordingly. It appeared the Tenant understood the deduction of the LMR was going to be made to the outstanding arrears and minus interest.
27. The burden of proof rests entirely on the Tenant to establish, on a balance of probabilities:
- that the alleged condition existed,
 - that it constituted a breach of the Landlord's obligations under the RTA,
 - that the Landlord was aware of the issue, and
 - that an appropriate remedy can be quantified.
28. As a result, the Tenant has failed to meet the burden of proof for any of her section 82 claims. All her section 82 claims will be dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord **\$1,658.12**. 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 Landlord does not pay the Tenant the full amount owing on or before April 3, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Anthony Bruno
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	\$2,244.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$750.00
Less the amount of the interest on the last month's rent deposit	- \$21.88
Total amount owing to the Landlord	\$1,658.12