



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

**File Number:** LTB-L-104564-25

**In the matter of:** 7 BRADDEN CRES  
BELLEVILLE ON K8N0T8

**Between:** SUKHDHIRS SINGH VIRK Landlord

**And**

NARINDERPAL SINGH Tenant  
AMANDEEP SINGH  
DALJEET KAUR  
NAVDEEP KAUR  
BOBBY SINGH  
KOMAL SAINI

SUKHDHIRS SINGH VIRK (the 'Landlord') applied for an order to terminate the tenancy and evict NARINDERPAL SINGH, AMANDEEP SINGH, DALJEET KAUR, NAVDEEP KAUR, BOBBY SINGH and KOMAL SAINI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2026.

Only the Landlord and the Landlord's son, Bramjot Virk, attended the hearing.

The Tenant did submit an email to the Board outlining that she just had a baby recently and was unable to attend, but within that email it stated *"My husband (Bobby Singh) attended the meeting on my behalf; however, they mentioned that my presence (Navdeep) was required. If you permit, he can represent me and explain the matter."*

As of 2:00 p.m., 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 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 Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on January 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The Landlord testified that the Tenant vacated the unit on January 31, 2026, but did not give proper notice to vacate the rental unit. The Landlord sought rent arrears to the end of February 2026.
5. The LTB's usual approach to calculating the arrears where the tenant has vacated the rental unit after an L1 Application was filed but before the hearing date is set out in the Board's Interpretation Guideline 11: Rent Arrears; it states:

In some cases, the evidence may establish that the tenant moved out of the rental unit after the L1 Application was filed, but before the hearing date. In that case, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out. Further, the order will generally: (1) end the tenancy effective the date the tenant moved out of the rental unit without ordering enforcement through the Court Enforcement Office (Sheriff); and (2) require the tenant to pay rent arrears ending on the date the tenancy ended.

6. Although I am not bound to follow the LTB's interpretation guidelines, I find it reasonable and appropriate to do so in this case. Therefore, I am satisfied that it is appropriate to calculate the arrears owing up to January 31, 2026, when the Tenant vacated the rental unit and to terminate the tenancy effective that date.
7. The lawful rent is \$3,000.00. It was due on the 1st day of each month.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$7,500.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$3,000.00 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.
12. Interest on the rent deposit, in the amount of \$36.94 is owing to the Tenant for the period from August 1, 2025 to January 31, 2026.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of January 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,649.06. 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 April 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

**April 7, 2026**  
**Date Issued**

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**Samantha Greaves**  
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                                             | \$7,500.00        |
| Application Filing Fee                                                  | \$186.00          |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$3,000.00      |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$36.94         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$4,649.06</b> |