



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pelia v Lamarsh-Taylor, 2026 ONLTB 27461

Date: April 1, 2026

File Number: LTB-L-041415-25-HR2

In the matter of: 2471 CHARLIE HAJJAR WAY
LONDON, ON N6M0G7

Between: Jaswant Singh Pelia Landlord

and

Christine Lamarsh-Taylor Tenant

DE NOVO L1 HEARING ORDER

Procedural History of Application

On May 21, 2025, Jaswant Singh Pelia (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Christine Lamarsh-Taylor (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that the Tenant owes.

The L1 application was heard by videoconference on August 6, 2025. Only the Landlord's side attended the hearing. Unfortunately, the Member who heard the matter on August 6, 2025 became incapacitated and did not write an order resolving the application.

The Associate Chair of the LTB, on his own initiative under authority of section 4.4(1) of the *Statutory Powers Procedure Act*, reassigned the application to himself and resolved the matter by issuing order LTB-L-041415-25 on October 21, 2025 (the 'L1 Order'), using the existing record and hearing recording from the August 6, 2025 hearing. The L1 Order was a voidable eviction order, with the void or eviction date of November 1, 2025.

On January 7, 2026 the Tenant requested a stay and review of the L1 Order, claiming she was not reasonably able to participate in the proceeding.

Review interim order LTB-L-041415-25-RV-IN was issued on January 8, 2026 staying the L1 Order and directing the Tenant's request for review to a hearing.

The review hearing was heard by videoconference on January 29, 2026, attended by both sides. By review second interim order LTB-L-041415-25-RV-IN2 issued on February 4, 2026, the Tenant's request for review was granted. The L1 Order LTB-L-041415-25 issued on October 21, 2025 was cancelled. There was no time to conduct the *de novo* (new) L1 hearing, so the hearing was adjourned.

I heard the *de novo* L1 application by videoconference on March 24, 2026. The Landlord's agent Navpreet Singh (property manager) attended the hearing on behalf of the Landlord, with their legal representative Joseph Tonnos (paralegal). The Tenant Christine Lamarsh-Taylor also attended the hearing and spoke to tenant duty counsel before the hearing started.

Determinations:

Preliminary Issue – Only One Tenant on Consent

1. As a preliminary issue, it was confirmed and agreed by all parties that the application had been amended to include only one Tenant, Christine Lamarsh-Taylor. Her mother Susan Lamarch was previously removed from the style of cause.

Preliminary Issue – Board Refused to Hear Tenant's Section 82 Issues

2. The Tenant wished to raise various section 82 issues including loss of vital service (heat) and various maintenance breaches. The Tenant had not disclosed any of these issues either by serving the Landlord with disclosure of section 82 issues before the *de novo* L1 hearing, or to the LTB.
3. The Landlord's representative advised that the review second interim order specifically ordered the Tenant to pay ongoing monthly lawful rent, or the consequence may be the next hearing Member may refuse to accept or consider the Tenant's evidence and submissions.
4. The Divisional Court confirmed in *Shields v. Lancelotte*, 2016 ONSC 4433 that the LTB could refuse to accept further evidence from a tenant who had breached an interim order because they had not paid ongoing monthly rent, except with respect to the tenant submitting section 83 considerations.
5. The Tenant admitted that she did not pay all the ongoing monthly lawful rent since the review hearing held January 29, 2026. The monthly rent for February 1, 2026 was paid, however on March 1, 2026 only a partial payment of \$1,050.00 was paid (which left a balance of \$900.00 owing for the month of March, 2026). Although I acknowledge the Tenant's efforts to pay the ongoing monthly rent in this new year, I find that she has breached the prior review interim order. Therefore, the Tenant was not permitted to raise any section 82 issues during this *de novo* hearing.
6. Even without the breach of the review interim order, the Tenant's failure to properly disclose any section 82 issues before the hearing (by serving the particulars of her claims to the Landlord and to the LTB) would have precluded her from raising such issues in any event.

De Novo L1 Application – Rent Arrears Proven

7. I am satisfied from the Certificate of Service that 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. This was not challenged by the Tenant.
8. As of the *de novo* hearing date, the Tenant was still in possession of the rental unit.
9. The lawful monthly rent is \$1,950.00. It is due on the first (1st) day of each month.
10. Based on the current monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12 months, divided by 365 days.
11. The Landlord submitted that the Tenant paid \$4,950.00 to the Landlord since the L1 application was filed (\$1,950.00 on January 1, 2026, \$1,950.00 on February 1, 2026, and \$1,050.00 on March 1, 2026).
12. The Tenant submitted that she had also prepaid \$20,000.00 at the start of the tenancy to the prior landlord, "Christine", who had been the prior property manager who had rented the unit to the Tenant. The Tenant submitted her initial payment of \$20,000.00 should be deducted from the rent arrears owing.
13. The Tenant did not submit any other evidence other than her verbal testimony that she had prepaid \$20,000.00 near the start of the tenancy. The Tenant alleged the payment was made through e-transfer, to a "rent bank" that the prior landlord said she would hold for the Tenant in case she had to use it in the future.
14. The Landlord's representative challenged the alleged transfer and advised the Landlord knew nothing about it. The Tenant's testimony changed from \$20,000.00 to \$18,000.00 when she was asked about the size of each e-transfer, since usually only corporate large account holders could transfer 5-figure amounts within each transaction. They submitted the credibility of the Tenant should be called into question. Further, any claims of illegal charges paid at the start of the tenancy would be out of time limitation to pursue on any T1 application.
15. I find that the Tenant failed to prove that the rent arrears were any lower than the amount claimed by the Landlord in this application. The Tenant did not provide any evidence of any prior amounts paid towards rent. The prior landlord "Christine" was not summonsed to be a witness, nor were any documents of any kind disclosed to corroborate the Tenant's claim (either from the bank or prior correspondence between the Tenant and prior landlord).
16. I find that the Landlord has proven on a balance of probabilities (with the Tenant failing to provide any challenge to this amount) that the current rent arrears owing (up to March 31, 2026) is \$27,250.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlord collected a rent deposit of \$1,900.00 from the Tenant on April 22, 2020 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.
19. The Landlord has not paid any interest on the rent deposit. If the tenancy is terminated, interest is owing on the deposit from the date of collection (April 22, 2020) to the termination date in the N4 Notice (May 18, 2025).

Section 83 – Serious Breaches Not Proven

20. The Tenant testified that the Landlord is in serious breach of their obligations in several ways, so the eviction application should be dismissed. She has been without heat in the winter for two years. She currently uses space heaters to heat the rental unit. The Tenant testified that she emailed Navpreet the property manager about the lack of heat. She did not disclose any of these emails. The Tenant submitted no evidence other than her verbal testimony that there was currently a lack of heat at the rental unit.
21. The property manager denied the allegation and testified he had not received any emails from the Tenant regarding lack of heat.
22. The Tenant also alleged various appliances were broken at the rental unit, including the fact she has had no working fridge for about 2 years (she only uses a mini-fridge). The Tenant also testified she paid a plumber \$900.00 because the toilet was backed up with feces overflowing from it. The Tenant also claimed only the stovetop works but not the oven. The dryer was also “having issues”.
23. The Tenant did not provide any evidence of the problems with the fridge, toilet, oven, or dryer, other than her verbal testimony. The Tenant explained that her ex-partner, who was abusive and is now incarcerated, changed her passwords and prevented her from accessing her old emails. The Tenant had evidence she had wanted to provide for the hearing, such as email correspondence of the times she tried to ask the Landlord/property manager for maintenance issues to be fixed, and character witnesses who would corroborate the Tenant uses space heaters.
24. The Tenant testified that she stopped trying to communicate with Navpreet about any issues because nothing gets done to fix the problems. She submitted she stopped communicating with the property manager about a year and a half ago.
25. The Landlord’s property manager testified that they were always responsive if any maintenance requests were made, typically responding by sending technicians to investigate and fix any problems. The Landlord denied there were any serious breaches with respect to lack of heat or appliances not working. The property manager also testified he has communicated with this Tenant more recently than the year and half the Tenant alleged.
26. The Landlord’s agent questioned why the Tenant had not brought her own applications at the LTB if the issues have been as serious and longstanding as the Tenant claimed. Further, he alleged the Tenant could have reported the Landlord to property standards, her social worker, or the like, if the issues were as serious as she alleged.

27. The Tenant testified that she did not know until she spoke to tenant duty counsel that a tenant could file their own applications at the LTB or make complaints to other entities. She believed by not paying rent it would help motivate the Landlord to take care of the issues.
28. Based on the evidence of both sides, I am not satisfied that the Landlord is currently in any serious breach of the Landlord's responsibility under the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant made some serious allegations (lack of heat for 2 years, lack of working fridge, oven, etc), however she did not prove her claims on a balance of probabilities since she only relied on her verbal testimony.

Section 83 – Relief from Eviction Denied – Postponed Eviction to April 30, 2026

29. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
30. The Tenant testified that she suffers from depression and lost her father last summer. Her ex partner used to assist with paying for some things, but now the Tenant is on her own, raising 2 young children ages 8 and 9. She wanted the children to stay here, or at least until end of June so they can finish school in the neighbourhood (they take the bus). The Tenant tried to start her own business doing eyelash extensions, microshading and other cosmetic/esthetic procedures, but the Landlord would not let her work out of the garage so her business proposal was rejected. The Tenant currently had plans to start a mobile business. She got stuck in a rut of depression after her father's death and ex-partner leaving. She spent thousands on a business course to help with her small business idea. She was hoping to receive child support soon (she is owed over \$30,000.00 in retroactive child support). She hoped to get a loan to cover the rent arrears. Her current income consists of Ontario Works of \$1,100.00 per month, plus \$1,500.00 in child tax benefits.
31. The Tenant wanted to preserve her tenancy and offered to pay \$2,000.00 every month starting May 1, 2026 towards rent arrears.
32. The Landlord sought a standard voidable eviction order. They are a small landlord and rely on rental income to maintain the mortgage and other expenses for this single-family home which is the Landlord's only investment. The lack of rent payments over several months combined with the delay caused by the prior Member's incapacitation and review process, have all caused financial challenge for the Landlord. It was submitted that a maximum extension considered could be April 30, 2026. The Landlord submitted that rent arrears were high and would likely keep growing if a longer extension were granted.
33. Based on the Tenant's current income and plans, I am not satisfied that any conditional order for a repayment plan would be realistic or sustainable. The patterns of behavior since the N4 Notice was served shows this rental unit has become unaffordable for the Tenant to sustain on her. The Tenant was unable to keep up with monthly rent since the review hearing even after being explicitly ordered to pay ongoing rent. The Tenant has plans to get a loan, start a small business, and obtain the retroactive child support she is owed, but all these plans are merely speculative. The Tenant did not provide any evidence to show any of these funds would likely materialize in the near future.

34. Since relief from eviction would be unfair and too prejudicial to the Landlord, I find the only plausible and realistic option is to use my discretion and grant a short extension to the end of April, 2026. The Landlord was willing to consider this given the Tenant's 2 young children. The voidable termination date will be postponed to April 30, 2026.

It is ordered that:

35. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTIONS

36. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$27,436.00*** if the payment is made on or before March 31, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$29,386.00**** if the payment is made after March 31, 2026 but on or before April 30, 2026 (see Schedule 1 section B for how this amount was calculated).

37. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

PAY AND GO OPTION

38. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026 (the extended termination date).**

39. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$27,321.27*****. This amount includes rent arrears owing up to the date of the hearing, rent up to the extended termination date, plus the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit were deducted from the amount owing by the Tenant (see Schedule 1 section C for how this amount was calculated).

40. If the Tenant does not vacate the rental unit by April 30, 2026, the Tenant shall also pay the Landlord compensation of **\$64.11 per day** for the use of the unit starting **May 1, 2026** until the date the Tenant actually moves out of the rental unit or gets evicted through Sheriff enforcement.

41. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

42. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
43. 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 May 1, 2026.

April 1, 2026

Date Issued

Michelle Tan

Vice Chair, 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 November 1, 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

PAY AND STAY OPTIONS

- A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026**

Rent Arrears Owing To March 31, 2026	\$27,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,436.00*

- B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but on or by April 30, 2026**

Rent Owing To April 30, 2026	\$29,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,386.00**

PAY AND GO OPTION

- C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Extended Termination Date (April 30, 2026)	\$29,200.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,900.00
Less the interest owing on the deposit from the date of collection (April 22, 2020) to the termination date in the N4 Notice (May 18, 2025)	-\$164.73
Total amount owing to the Landlord	\$27,321.27***
Plus daily compensation owing for each day of occupation starting May 1, 2026 until the rental unit is vacated	\$64.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	