



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-L-059785-23-RV

In the matter of: 62 BOWAN CRT
NORTH YORK ON M2K3A7

Between: Chenxiang Ma Landlord

And

Rajinder Dhillon Former Tenant

Review Order

Chenxiang Ma (the 'Landlord') applied for an order requiring Rajinder Dhillon and Jose Miguel Galleno (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlord also applied for an order requiring the Former Tenants to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was resolved by order LTB-L-059785-23 issued on December 17, 2025. Only the Landlord's agent and the Landlord's representative attended the original hearing on July 17, 2025.

On January 5, 2026, the Tenant, Rajinder Dhillon requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 6, 2026, interim order LTB-L-059785-23-RV-IN was issued, staying the order issued on December 17, 2025.

This review was heard by videoconference on January 28, 2026 and granted by way of interim order LTB-L-059785-23-RV-IN2 issued on February 4, 2026. The application was directed to a hearing de novo.

This application was heard de novo by videoconference on March 31, 2026.

The Landlord's legal representative, Emrick Shi, the Tenant, Rajinder Dhillon, and the Tenants legal representative, Jasdeep Viridi, attended the hearing.

At the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. At the onset of the hearing the Former Tenant's legal representative requested an adjournment on the basis that their recently obtained witness was requesting to have independent legal advice before testifying at the hearing in support of the Tenant. They only discovered their witness the day prior to the hearing.
2. The Landlord was opposed to the adjournment request on the basis that the file had been long standing since October 5, 2023, and had already been through the review process and the de novo hearing had already been adjourned so that the Landlord could provide adequate service on the Former Tenants. This adjournment was on consent on that basis.
3. Having considered the submissions of both parties, the adjournment request was denied. I was not satisfied that the Former Tenant took reasonable steps prior to the hearing to secure their witness or address the potential need for their independent legal advice prior to the hearing. They were aware of the hearing more than 30 days prior to the hearing date and did not take reasonable steps to summons their witness or provide them with enough advance notice to take such steps. Adjourning the matter an additional time for this reason would cause significant prejudice to the Landlord.
4. After rendering the decision in the hearing room, the parties then engaged in mediation and then in private discussions and were able to come forward with a request for an order on consent.

The parties agree that:

1. The application is amended to remove the respondent Former Tenant, Jose Miguel Galleno, from the application. The Former Tenant, Rajinder Dhillon remains solely responsible for the entirety of this order.
2. The Landlord withdraws their claim for unpaid utilities.
3. The Former Tenant owes to the Landlord \$35,000.00 in unpaid rent arrears for the period ending June 17, 2025.
4. So long as the Former Tenant pays to the Landlord monthly payments of \$2,500.00 on or by the 15th day of each month starting June 15, 2026 and ending May 15, 2027, then the Landlord forever waives the balance of \$5,000.00. If the Former Tenant does not pay in full and on time in accordance with their payment schedule, then the Former Tenant must pay the additional two payments of \$2,500.00 on or by June 15, 2027 and July 15, 2027.
5. Additionally, upon any default by the Former Tenant in their payment obligations to the Landlord, the Landlord agrees to notify the Former Tenant of their breach in advance of taking any enforcement steps through the Small Claims Court.
6. Also, should the Former Tenant default on their payment terms, then the Former Tenant shall also pay to the Landlord interest on the full balance outstanding. This will be simple interest calculated from the day after default at 4.00% annually on the full balance outstanding. For clarity, this will be on the full balance of \$35,000.00 and not the reduced amount for paying in full and on time.

On consent, it is ordered that:

1. The order LTB-L-059785-23 issued on December 17, 2025 is replaced with the following order:
2. The claim for unpaid utilities is withdrawn.
3. The Former Tenant shall pay to the Landlord \$35,000.00 in full satisfaction of the Landlord's application for rent and compensation owing up to June 17, 2025.
4. The Former Tenant shall pay to the Landlord the amount owing under paragraph 3 as follows:
 - (1) \$2,500.00 on or by the 15th day of each month for a period of 14 consecutive months starting June 15, 2026 and ending July 15, 2027.
5. If the Former Tenant pays to the Landlord the amounts owing under paragraph 4(1) in full and on time for the first twelve consecutive months on or by the 15th day of each month starting June 15, 2026, then the Landlord waives the final two payments on June 15, 2027 and July 15, 2027 thereby reducing the debt to \$30,000.00.
6. If the Former Tenant does not pay the Landlord the full amount owing on or by each day they are due, then the Former Tenant will also start to owe interest. This will be simple interest calculated the day after the date of default at 4.00% annually on the full balance outstanding up to \$35,000.00.
7. The Landlord waives the \$186.00 application filing fee.

April 8, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.