



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

Citation: Dhillon v Thompson Freight Services inc., 2026 ONLTB 28424

Date: 2026-04-08

File Number: LTB-L-063995-25-RV

In the matter of: 108, 26 Lowes Rd W
Guelph ON N1L1M2

Between: Manpreet Dhillon Landlords
Rajdeep Kaur Dhillon

And

Thompson Freight Services Inc. Tenant

Review Order

Manpreet Dhillon and Rajdeep Kaur Dhillon (the 'Landlord') applied for an order to terminate the tenancy and evict Thompson Freight Services inc., (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-063995-25 issued on December 3, 2025.

On December 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025 interim order LTB-L-063995-25-RV-IN was issued, staying the order issued on December 3, 2025

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

The Landlord, R. Kaur Dhillon, the Landlords' legal representative, V. Sood, and J. Thompson, agent for the Tenant attended the hearing.

Preliminary Issues:

Does the Act apply

1. At the start of the hearing, I raised a preliminary issue on whether the *Residential Tenancies Act, 2006*, the (Act"), applies to this tenancy agreement.
2. The parties acknowledged that the tenancy was entered into between the Landlords and Thompson Freight Services Inc., wherein John Thompson, the owner of the corporate company would reside in the unit. The rental agreement was intended to be a residential

tenancy agreement. Accordingly, I am satisfied that that the Act applies to this tenancy agreement.

Mortgagee in possession

3. At the hearing, the Tenant raised a preliminary issue on whether the named Landlords were the lawful Landlords of the property. The Tenant testified that he has received documentation from Simmons Da Silva LLP advising that the Landlords must deliver vacant possession of the unit for their failure to pay the mortgage.
4. The Landlord was opposed and submits that they are not aware of what the Tenant is referring to. The Landlord maintain that they have paid their mortgage on an ongoing basis and therefore, are the lawful Landlords.
5. Section 202(1) of the Act requires that the Board ascertain the real substance of all transactions and activities to a residential complex or a rental unit. Accordingly, I requested the Tenant to provide the Landlords and the Board with the documentation related to the alleged mortgagee in possession.
6. The Tenant submitted a copy of a Notice of Sale Under Mortgage, dated October 6, 2025 confirming that the Landlords have a mortgage with Surendra Walia. The Tenant also submitted a Superior Court notice dated January 23, 2026, demanding possession by February 6, 2026. The notice further states that failure to provide vacant possession will result in an application being made to the Court without further notice for an order permitting the Plaintiffs to issue a writ of possession.
7. There was no evidence submitted by the Tenant to support his allegation that the writ of possession from Surendra Walia had been executed or that a notice of attornment of rents has been issued by Surendra Walia.
8. In the absence of any supporting documentation confirming that the writ of possession has been executed, or that a notice of attornment of rent exists, on a balance of probabilities, I am not satisfied that there is a mortgagee in possession and I find that the Landlords named on this application are the lawful Landlords.

Determinations:

9. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the October 27, 2025 proceeding.
10. The Tenant testified that on October 27, 2025, he called into the hearing room but was unable to gain access into the hearing. The Tenant testified that he experienced technical issues connecting into the hearing room. The Tenant testified that he immediately called the LTB's technical support line who attempted to help him gain access. The Tenant submits that he was on the call with IT until approximately 2:30 p.m., but ultimately, was unable to connect into the hearing room.
11. The Landlord takes the position that the Tenant did not call into the hearing room and only filed the review to delay the process. The Tenant owes over \$63,000.00 in rent and is abusing the Board's process. The Landlord requests that the review be denied.

12. Based on the evidence before me, on a balance of probabilities, I find that that the Tenant was not reasonably able to participate. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 ('King-Winton'), the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
13. I accept the Tenant's testimony that he was unable to attend the hearing due to technical issues. The Tenant's evidence was delivered in a consistent manner and withstood cross-examination.
14. Given that the Tenant intended to participate but technical issues with his phone prevented him from doing so, I find it reasonable to grant the Tenants' request to review. Therefore, the request to review is granted and the matter was heard on the merits of the original application.

L1 Application

15. 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.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The lawful rent is \$2,300.00. It is due on the 15th day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
19. The Tenant has paid \$3,300.00 to the Landlord since the application was filed.
20. The rent arrears owing to April 14, 2026 are \$63,400.00.
21. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
22. The Tenant disputes the arrears owing. The Tenant testified that he vacated the unit in April 2024 to go to Jamaica to visit his wife and when he returned on October 21, 2025, the Landlords allowed him to move back into the unit. The Tenant takes the position that he should not have to pay rent for that period. The Tenant did not submit any documentary evidence such as text messages, e-mails or a notice of termination to support his position that he had vacated the unit.
23. The Tenant testified that he would be an agreement to pay \$50,000.00 if permitted to stay in the unit.
24. The Landlord denies the Tenant's allegations and submits that the tenancy has never been terminated by the Tenant. The Tenant has maintained care and control of the unit.

25. I do not accept the Tenant's evidence that he vacated the rental unit in April 2024 and was therefore not responsible for rent during that period. The Tenant provided no documentary evidence, such as written notice of termination, text messages, or e-mail correspondence, to support his position that the tenancy was terminated or that the Landlords' agreed to release him from his obligation to pay rent.
26. On a balance of probabilities, I find it more likely than not that the tenancy continued during the period in question and that Tenant maintained care and control of the unit. The mere assertion that the Tenant travelled abroad does not, itself, establish that the tenancy was terminated or that the rent was not owing.
27. I also place weight on the Landlord's evidence that the tenancy was never terminated and that the Tenant remained responsible for the rental unit. There is no evidence before me of any agreement between the parties that would relieve the Tenant of his obligation to pay rent during his absence.
28. Accordingly, I find that the Tenant is responsible for the arrears of rent as claimed.
29. The Landlord collected a rent deposit of \$2,300.00 from the Tenant 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.
30. Interest on the rent deposit, in the amount of \$173.36 is owing to the Tenant for the period from January 15, 2023 to March 31, 2026.
31. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

Section 83 considerations

32. The Tenant testified that he wishes to preserve his tenancy and proposes a payment plan of \$500.00 per month towards arrears in addition to the lawful rent, to be paid in full and on time, commencing April 15, 2026.
33. The Tenant testified that his monthly income is \$4,000.00 with a monthly expense of \$3,750.00 inclusive of rent. The Tenant acknowledges that he fell into arrears due to his continued travel to and from Jamaica, however, now that his wife is here, there is no further need for him to travel. The Tenant testified that he is prepared to reduce his expenses to ensure that he can pay off the arrears owing.
34. The Landlords are opposed and request immediate termination of the tenancy. The arrears have increased from \$48,300.00 at the time the application was filed to \$63,400.00 as of the date of the hearing. The Landlord submits that they have been financially prejudiced as they have had to pay out of pocket to maintain the rental property, all mortgage, utilities and property taxes for the rental property have been paid by the Landlords, causing them financial strain.

35. The Landlords' representative stated that numerous terms of settlement have been entered into with the Tenant, but the Tenant has failed to make any of the agreed upon payments. There is no faith that the Tenant will make any of the alleged payments. The Landlords request a standard eviction order.
36. Based on the evidence before me, 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.
37. I find the Tenant's proposed payment plan to be unreasonable. At the proposed rate, it would take approximately ten and a half years to repay the arrears, which is not reasonable in the circumstances. I also find that the tenancy is not viable. Although the Tenant proposes monthly payments of \$500.00, the evidence before me indicates that, after accounting for the Tenant's income and expenses, he would be unable to meet this obligation and would fall short by approximately \$250.00. The proposed payment plan is therefore, not sustainable.
38. The Tenant requests 30 to 60 days to vacate the rental unit. Stating that he has nowhere to go and that eviction would result in displacement of his family. I have considered these circumstances; however, given the significant arrears, which exceed the Board's monetary jurisdiction, I am not persuaded that a delay of the eviction is appropriate. The Tenant has already benefited from a delay as a result of the review process, and I find that the prejudice to the Landlords outweigh the prejudice to the Tenant. Accordingly, a standard eviction order shall issue.

It is ordered that:

1. The request to review order LTB-L-063995-25 issued on December 3, 2025 is granted. The order is canceled and replaced by the following.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$63,400.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$65,700.00 if the payment is made on or before April 19, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

5. **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 19, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,000.00. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlords compensation of \$75.62 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before April 19, 2026, then starting April 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 April 20, 2026.

April 8, 2026

Date Issued

Mayra Sawicki

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 expires on October 20, 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

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 14, 2026

Rent Owing To April 14, 2026	\$66,700.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,300.00
Total the Tenant must pay to continue the tenancy	\$63,400.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 19, 2026

Rent Owing To May 14, 2026	\$69,000.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,300.00
Total the Tenant must pay to continue the tenancy	\$65,700.00

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

Rent Owing To Hearing Date	\$65,685.54
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,300.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$173.36
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,000.00
Plus daily compensation owing for each day of occupation starting April 1, 2026	\$75.62 (per day)