



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-093308-25

**In the matter of:** UPPER, 7 ZEUS GATE  
BRAMPTON ON L6R4C1

**Between:** MAYANKPREET BRAR Landlord  
SHAMNEET BRAR

**And**

SEEMA SAVITREE SINGH Tenant  
SHEIK IANZAMAAL ALLI

MAYANKPREET BRAR and SHAMNEET BRAR (the 'Landlord') applied for an order to terminate the tenancy and evict SEEMA SAVITREE SINGH and SHEIK IANZAMAAL ALLI (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

MAYANKPREET BRAR and SHAMNEET BRAR (the 'Landlord') applied for an order requiring SEEMA SAVITREE SINGH and SHEIK IANZAMAAL ALLI (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 26, 2026.

The 1<sup>st</sup> named Landlord, the Landlord's Legal Representative Ashley McDonald and the Tenants and the Tenant's Legal Representative Manjot Singh Gill attended the hearing.

**Determinations:**

*L1- Application*

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows:  $\$3,500.00 \times 12$ , divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$24,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,300.00 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.
9. Interest on the rent deposit, in the amount of \$298.95 is owing to the Tenant for the period from June 1, 2022, to February 26, 2026.
10. The Tenant asked no questions regarding the outstanding rent arrears.
11. The Tenant Sheik Alli testified that the Landlord advised that the property had been sold. They requested the information about the new owner. Mr. Ali claimed they were uncertain whom rent should be paid. The Tenants attempted to contact the Landlord by email on September 1, 2025, and September 3, 2025, requesting payment direction.
12. The Tenant introduced text message evidence showing that the Landlord provide a name and contact number for an alleged "new owner" and they contacted that individual based on the Landlord's representation. The Landlord denies that the property was ever listed or sold.
13. Despite the above, the Tenant admitted that they had funds available to pay the rent. However, after receiving the N4 Notice, the Tenant did not make any rent payments to the Landlord. During later testimony, the Tenant further admitted that some of these funds were subsequently used to cover other expenses rather than rent.
14. The Tenant confirmed that even after receiving the N4, which clearly identified the Landlord and payment obligations, rent was not paid.

Analysis

15. The tenancy commenced on June 28, 2022, with a monthly rent of \$3,300.

16. The parties entered into subsequent lease agreements in 2023 and thereafter reflecting increased rent amounts. The Tenant paid the increased rent for a period exceeding 12 months.
17. Based on the evidence during the hearing, I find that the rent being charged and paid for more than one year is deemed to be the lawful rent. I turn to section 136 of the 'Act' which states:  
  
*136 (1) Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application. 2006, c. 17, s. 136 (1).*
18. The Tenant argued that rent increases were unlawful due to lack of proper notice. However, where a tenant pays an increased rent for more than 12 months, that rent becomes the lawful rent. As such, I find that the current rent is the lawful rent and cannot be retroactively challenged in this proceeding.
19. The Tenant did not pay rent for the relevant period and admitted to that. There was no evidence challenging the Landlord testimony regarding the arrears.
20. While the Tenant initially experienced confusion regarding whom to pay, this does not justify continued non-payment after no new owner materialized, and the N4 Notice clearly identified the Landlord.
21. The Act does not permit a tenant to withhold rent due to disputes or misconduct by the Landlord. Accordingly, I find that the Tenant is in arrears of rent. Also, the Tenant presented no evidence disputing the arrears, such as bank statements, e-transfer or other documentary evidence showing rent was paid.

### **Determinations:**

#### L2 Application- N5 Notice of Termination Compensation for unpaid utilities

The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.

22. The Landlord has incurred reasonable out-of-pocket expenses of \$404.50 as a result of the Tenant's failure to pay heat, electricity and/or water costs. Based on the lease agreement signed in June 2022, the Tenant is responsible for these costs gas, water, and electric. The Tenant presented no evidence disputing this amount.
23. The Landlord has proven that the Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
24. The Tenant shall pay to the Landlord \$404.50, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

25. The Landlord requested the Tenant pay \$404.50, on or before March 12, 2026, or an interest clause starting March 13, 2026. Since eviction is not being sought for the L2 application, I think this is appropriate to award the amount sought by the Landlord.

Relief from eviction

26. I requested submissions from the parties regarding eviction. The Landlord requested that the Board issue an eviction order with an 11-day standard termination period. The Tenants requested a payment plan consisting of a lump-sum payment of \$5,000.00, followed by monthly payments of \$1,000.00 toward the arrears over the next 19 to 20 months. In the alternative, the Tenants requested additional time to vacate the rental unit until June 30, 2026, citing the recent birth of their six-month-old son and their 17-year-old son's need to complete the current school year.

27. Section 83 of the *Residential Tenancies Act, 2006* requires the Board to consider all of the circumstances before ordering eviction. The following factors weigh in favour of the Tenant:

- The Landlord engaged in misleading conduct regarding the alleged sale of the property, which caused confusion and uncertainty for the Tenant.
- The Tenant has a newborn child, creating heightened vulnerability and increasing the risk of serious housing instability.
- The Tenant initially made efforts to clarify their rent payment obligations with the Landlord.

28. I have also considered the following factors in favour of the Landlord:

- The arrears are significant, totaling \$24,500.00 plus ongoing rent.
- The Tenant continued not to pay rent even after receiving the N4.
- The Tenant used rent funds for other purposes rather than preserving them.
- There is no viable repayment plan before the Board.

29. While the Landlord's conduct is concerning and is relevant to the exercise of the Board's discretion, it does not excuse the Tenant's ongoing failure to meet their fundamental obligation to pay rent. The arrears are substantial and continue to increase.

30. I find there is no evidence before the Board that the Tenant is able to repay the arrears within a reasonable time.

31. In the circumstances, it would be unfair to the Landlord to deny eviction. However, given the presence of a newborn child and the need to mitigate hardship, I find that it is appropriate to delay eviction for a limited period.

32. I have carefully considered all of the disclosed circumstances, as required under subsection 83(2) of the *Residential Tenancies Act, 2006*, including the seriousness of the rent arrears, the absence of a meaningful repayment plan, the Landlord's conduct, and the

personal circumstances of the Tenant. While eviction is warranted, an immediate termination of the tenancy would result in disproportionate hardship to the Tenant and their newborn child. Balancing the competing interests of both parties, and exercising the Board's discretion pursuant to subsection 83(1)(b) of the Act, I find that it would not be unfair to postpone the eviction until **April 30, 2026**, in order to provide the Tenant with a brief but reasonable opportunity to secure alternative accommodation and to minimize hardship.

33. I am choosing to reject the lump sum payment and preserve the tenancy. The Tenant has not made any payments towards reducing the rent arrears since being served with the N4 Notice. Despite accumulating savings since November 2025, the Tenant has neither made any good faith payments nor arranged any payment plan with the Landlord.
34. I find it difficult and unrealistic to accept the Tenant's position, as he did not present any evidence to support his claims. All the potential outcomes proposed by the Tenant are hypothetical and may or may not occur. The Tenant failed to provide any evidence to substantiate these possible outcomes. Delaying this eviction any further would be prejudicial to the Landlord, who is a small landlord. Lastly, it appears that the Tenant can no longer sustain living in this rental unit.

**It is ordered that:**

*L1 application*

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  1. \$31,686.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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.
4. **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.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,578.87. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting February 27, 2026 until the date the Tenant moves out of the unit.

7. 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.

*L2 Application*

8. The Tenant shall pay to the Landlord \$404.50, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
9. 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.

**April 9, 2026**  
**Date Issued**

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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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant 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**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To April 30, 2026                             | \$31,500.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$31,686.00</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rent Owing To Hearing Date                                                                                          | \$23,991.82           |
| Application Filing Fee                                                                                              | \$186.00              |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,300.00          |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$298.95            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$20,578.87</b>    |
| Plus daily compensation owing for each day of occupation starting February 27, 2026                                 | \$115.07<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                       |