



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: Sekhon v Nikita, 2026 ONLTB 29912

Date: 2026-04-15

File Number: LTB-L-107865-25

In the matter of: Basement Unit-2, 10 GARDEN WOOD AVENUE
CALEDON ON L7C1A9

Between: Ravneet Sekhon
Manpreet Sekhon
Landlords

And

Nikita Jaspal
Navpreet Jaspal
Tenants

Ravneet Sekhon and Manpreet Sekhon (the 'Landlords') applied for an order requiring Nikita Jaspal and Navpreet Jaspal (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on March 4, 2026 3:05 p.m.

The Landlords Ravneet Sekhon and Manpreet Sekhon and the Tenants Nikita Jaspal and Navpreet Jaspal attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Tenant vacated the rental unit on December 31, 2025. The Tenant was in possession of the rental unit on the date the application was filed.
2. The lawful monthly rent is due on the 1st day of each month.
3. The dispute in this application is the quantity of arrears owing for the month of August 2025; whereas, the Landlord alleges the rent arrears owing is \$1,550.00 and the Tenant alleges the total arrears owing is \$1,350.00.

Landlord's evidence

4. The Landlord testified the lawful monthly rent is \$1,550.00 and the Tenant failed to pay this amount for August 2025. Entered into evidence was a signed copy of the tenancy agreement dated March 5, 2025. Paragraph 3 of the agreement states the lawful monthly rent is \$1,550.00.

Tenant's evidence

5. The Tenant testified the lawful monthly rent is \$1,350.00, claiming the Landlord's copy of the rental agreement was forged and therefore inaccurate. Entered into evidence were correspondence between the parties and a third party dated between July 12, 2025 and July 14, 2025; the text message correspondence shows screenshots of tenancy agreement. The Tenants claim the Landlord's substituted the middle two pages of the original lease for a new one and forged the Tenant's initials. The correspondence also contains a screenshot; the Tenant testified the screenshot shows \$200.00 was transferred to the Landlords.
6. The Tenant further testified the Tenants withheld the balance of the rent because the Landlords did not provide the Tenants with a new copy of the tenancy agreement.

Analysis

7. The first issue the Board has to determine is the correct lawful monthly rent; and in this case I have reviewed all of the evidence, and I prefer the evidence of the Landlord that the lawful monthly rent is \$1,550.00. Even if I were to believe that the copy of the tenancy agreement was inauthentic, which I find the Tenant's led insufficient evidence to prove, the Tenants failed to provide any documentary evidence to support their testimony that the lawful monthly rent was anything other than \$1,550.00. Moreover, the Tenants further testified they paid \$1,550.00 in both June 2025 and July 2025 and failed to bring forward an application contesting this amount within 60 days. Therefore, I find the lawful monthly rent is \$1,550.00.
8. The next issue the Board has to determine, is the quantity of rent paid in August 2025. The only evidence the Tenants relied upon was a screenshot contained in a text message conversation to substantiate they paid \$200.00, which I find unreliable and insufficient and therefore attribute little weight. No bank records or other documentary evidence was provided to substantiate the Tenant's testimony regarding payment, all of which I find would have been easy to gather.
9. In contrast, the Landlord's evidence was consistent with the tenancy agreement and with the Tenant's own conduct in paying \$1,550.00 in prior months. Even if the Tenants' believed the lawful monthly rent was lower, withholding rent is not an appropriate remedy under *the Act*. On a balance of probabilities, I find no rent was paid for August 2025.
10. Accordingly, the arrears are properly calculated on the basis of a monthly rent of \$1,550.00.

Application fee

11. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,751.00. This amount includes rent arrears owing up to December 31, 2025 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before April 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 27, 2026 at 4.00% annually on the balance outstanding.

April 15, 2026

Date Issued

Greg Witt

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.