



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

File Number: LTB-L-007988-26

In the matter of: 2170 WESTPOINT HTS
LONDON ON N6P0E9

Between: Sandeep Hayer Landlord
Maninder Kaler

And

Zachary Skorbinski Tenant
Sasha Boyle

Sandeep Hayer and Maninder Kaler (the 'Landlord') applied for an order to terminate the tenancy and evict Zachary Skorbinski and Sasha Boyle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

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 \$3,650.00. It is due on the 20th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$120.00. This amount is calculated as follows: \$3,650.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,650.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 19, 2026 are \$10,950.00. The Tenant did not dispute the amount of the arrears.
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 \$3,650.00 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 \$296.58 is owing to the Tenants for the period from December 20, 2022 to April 1, 2026.

Section 83 Considerations:

10. The Tenant testified he has the money to pay all of the arrears, however he has been withholding rent payments due to maintenance issues. The Tenant testified that the stove and microwave do not work, and the fridge is damaged. The Landlord submitted evidence that the stove was replaced in July 2025, and the Tenant did not dispute that currently the stove works. The Landlord also testified that they have offered a microwave to the Tenant, however he has refused as he wants his repaired not a new one. The Tenant did not provide further details about how the fridge is damaged, and he had not notified the Landlord.
11. The Tenant also testified that he does not have hot water. The Tenant testified that he told the Landlord on January 12, 2026 and that the Tenant called Reliance for a service check and was informed that a valve needed to be replaced. The Tenant then testified he had a plumber attend to replace the valve and he gets approximately 5 to 10 minutes of hot water. The Tenant testified the plumber told him that there is an issue with the dipstick in the hot water tank, and this needs to be replaced by Reliance. The Landlord submitted text messages that show the Tenant notified him on January 12, 2026 about the issue with the hot water. When asked if the Tenant notified the Landlord about what the plumber had told him, the Tenant said no.
12. The Landlord testified that they called Reliance and booked a service call on January 10, 2026. The Landlord submitted a copy of the confirmed booking through Reliance. The Landlord testified that the Tenant has not notified him since Reliance attended that there continues to be an issue with the hot water. When asked if he contacted the Landlord about the continued issue with the hot water since Reliance attended, the Tenant testified that he should not have to notify the Landlord again when it was never fixed. The Tenant confirmed that he has not had any communication with the Landlord since the beginning of January 2026 about the hot water issue.
13. Based on the evidence before me, while the issues with the hot water and appliances might be the subject of a maintenance application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicated that the Landlord did book a service call through Reliance when the Tenant complained about the lack of hot water, and that the Landlord has responded when there were issues with some of the appliances. The Tenant has not established that they told the Landlord that after the service call there continued to be issues with the hot water, and in those circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a tenant application should they consider it appropriate to do so.

14. The Tenant testified that his mother in-law lives in the basement, and there are a total of 5 children residing in the home. The Tenant further testified that his monthly income is \$7,000.00.
15. The Landlord is seeking a standard 11-day order.
16. 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. The Tenant has testified that he has the capacity to pay all of the arrears, and as such, I find a delay in eviction would be unfair.

It is ordered that:

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:**
 - \$11,136.00 if the payment is made on or before April 19, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,786.00 if the payment is made on or before April 27, 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 27, 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 27, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,101.42. 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 \$120.00 per day for the use of the unit starting April 2, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 27, 2026, then starting April 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 28, 2026.

April 16, 2026
Date Issued

Allana McComb
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 28, 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 19, 2026

Rent Owing To April 19, 2026	\$14,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,650.00
Total the Tenant must pay to continue the tenancy	\$11,136.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 27, 2026

Rent Owing To May 19, 2026	\$18,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,650.00
Total the Tenant must pay to continue the tenancy	\$14,786.00

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

Rent Owing To Hearing Date	\$12,510.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,650.00
Less the amount of the last month's rent deposit	- \$3,650.00
Less the amount of interest on the last month's rent deposit	-\$294.58
Total amount owing to the Landlord	\$5,101.42
Plus daily compensation owing for each day of occupation starting April 2, 2026	\$120.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

