



Order under Section 69 Residential Tenancies Act, 2006

Citation: Fervaha v Rempel, 2026 ONLTB 30984

Date: 2026-04-22

File Number: LTB-L-095425-25

In the matter of: 906, 225 COMMERCE ST
CONCORD ON L4K0R1

Between: Jagtar Fervaha Landlords
Paramjit Fervaha

And

Ian Jacob Rempel Tenant

Jagtar Fervaha and Paramjit Fervaha (the 'Landlords') applied for an order to terminate the tenancy and evict Ian Jacob Rempel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (**L1 application**).

The Landlords also applied for an order to terminate the tenancy and evict the Tenant because 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 Landlords or another tenant. The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date (**L2 application**).

This application was heard by videoconference on March 17, 2026.

Only one of the Landlords, Jagtar Fervaha, and the Landlords' representative, Elena Grigorieva, attended the hearing.

As of 9:24 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application

1. The Landlords 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 \$2,675.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.95. This amount is calculated as follows: \$2,675.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$22,600.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,675.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$56.94 is owing to the Tenant for the period from March 13, 2025 to March 17, 2026.

L2 Application

Preliminary issue – Application is amended

10. At the outset, the Landlord's representative requested that the L2 application be amended to claim the amount of \$1,484.63 for outstanding utilities. The Landlords' representative confirms that she served the Tenant with the Amended L2 application by email dated March 10, 2026. As such, I was satisfied that the Tenant was aware that the Landlord intended to amend the L2 application to request \$1,484.63 for unpaid utilities the Tenant owed. I exercised my discretion to amend the L2 application to add a claim for \$1,484.63 for unpaid utilities.

The application

11. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant shall pay the Landlord \$1,341.01 for unpaid utility costs.
12. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

13. On October 15, 2025, the Landlords gave the Tenant an N5 notice of termination, deemed served on October 16, 2025 alleging that the Tenants had not paid utility costs, namely hydro and water, that they were responsible for.
14. The Landlord produced a copy of the tenancy agreement [Doc 7544743] which confirms that the Tenants were responsible for paying heat (i.e. gas), hydro and water. The Landlords'

representative submitted that that despite requests for reimbursement of hydro and water, the Tenant has refused to pay the Landlord the amount he owes for utility costs, despite being provided with copies of the utility bills.

15. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant did not stop correct the omission within seven days after receiving the N5 notice of termination by reimbursing the Landlords for the utility costs he was responsible for. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
16. I am satisfied that the Tenant's failure to pay utility costs he is responsible for paying under the tenancy agreement has substantially interfered with the Landlords' lawful rights, privileges and interest.

Compensation for unpaid utilities

17. The Landlords produced copies of the following utilities bills that they paid which the Tenant has failed to reimburse them for:

<u>DATE</u>	<u>AMOUNT</u>	<u>TENANT'S SHARE</u>
May 20, 2025	\$131.41	\$65.70
June 20, 2025	\$134.67	\$134.67
July 18, 2025	\$116.58	\$116.58
August 18, 2025	\$161.28	\$161.28
September 19, 2025	\$173.42	\$173.42
October 20, 2025	\$187.41	\$187.41
November 17, 2025	\$163.00	\$163.00
December 18, 2025	\$137.13	\$137.13
January 16, 2026	\$81.76	\$81.76
February 19, 2026	\$120.26	\$120.06
Total owed:		<u>\$1,341.01</u>

18. Although the Landlords produced a copy of an invoice dated February 24, 2026 in the amount of \$143.62, the due date for payment of that invoice was March 20, 2026. As such, that invoice was not outstanding as of the date of the hearing and will not be considered in this order.
19. I am satisfied that the Landlord incurred out-of-pocket expenses in the amount of \$1,341.01 as a result of the Tenant's failure to pay utility costs for which he is responsible for. As such, the Tenant shall pay the Landlord \$1,341.01.

Daily compensation and rent deposit

20. The Tenant was required to pay the Landlords \$11,169.65 in daily compensation for use and occupation of the rental unit for the period from November 11, 2025 to March 17, 2026.

21. Based on the monthly rent, the daily compensation is \$87.95. This amount is calculated as follows: \$2,675.00 x 12, divided by 365 days.
22. The Landlords collected a rent deposit of \$2,675.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$56.94 is owing to the Tenant for the period from March 13, 2025 to March 17, 2026.
23. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide evidence of his circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 3, 2026.
2. **The Tenant may void this part of order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$25,461.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,136.00 if the payment is made on or before May 3, 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 part of the 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 May 3, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **Even if the Tenant voids this part of the eviction order, the tenancy between the Landlord and the Tenant is terminated, as of May 3, 2026, because the Tenant did not pay utility costs they were responsible for.**
 5. If the Tenant does not void this part of the order, the Tenant shall pay to the Landlords \$18,874.21. 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 Landlords 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 Landlords compensation of \$87.95 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlords \$1,341.01 for unpaid utility costs.
8. If the Tenant does not pay the Landlords the full amount owing on or before May 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before May 3, 2026, then starting May 4, 2026, the Landlords 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 Landlords on or after May 4, 2026.

April 22, 2026
Date Issued

Karen Gonçalves
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 November 4, 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	\$25,275.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,461.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 3, 2026

Rent Owing To May 31, 2026	\$27,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$28,136.00

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

Rent Owing To Hearing Date	\$21,420.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,675.00
Less the amount of the interest on the last month's rent deposit	- \$56.94
Total amount owing to the Landlords	\$18,874.21
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$87.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	