



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-044988-24

In the matter of: 4 EZRA CRES (Basement Unit)
BRAMPTON ON L7A5A6

Between: Sudha Arrunkhumar Landlords
Arrunkhumar Venkatasubramanian

And

Simerdeep Kaur Former Tenants
Pawan Deep Kaur

Sudha Arrunkhumar and Arrunkhumar Venkatasubramanian (the 'Landlords') applied for an order requiring Simerdeep Kaur and Pawan Deep Kaur (the 'Former Tenants') to pay:

- a) rent arrears and daily compensation;
- b) the Landlord's reasonable out-of-pocket costs arising from unpaid utilities the Former Tenants were required to pay under the tenancy agreement; and
- c) the Landlords' reasonable out-of-pocket costs to repair or replace undue damage allegedly caused wilfully or negligently by the Former Tenants or persons permitted in the rental unit.

This application was heard by videoconference on September 17, 2025. The Landlords, the Landlords' legal representatives, Carson Frankum, the Former Tenants, and the Former Tenants' legal representative, Sarah Tarantino, attended the hearing.

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

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

Determinations:

1. The Landlord's application is dismissed for the reasons set out below.

Procedural History

2. The Landlord's original L10 was filed June 5, 2024. It claimed:
 - arrears and daily compensation of \$6,479.93 from June 1, 2023, to June 4, 2024;
 - unpaid utilities of \$1,973.31 from June 1, 2023, to June 4, 2024; and

- damages of \$13,250.00
3. The application was originally scheduled for a merits hearing on May 28, 2025. It was undisputed that the Former Tenant was not served with the application or the Notice of Hearing. The Former Tenant's legal representative became aware of the L10 hearing incidentally while corresponding with the Board in relation to a T2 application filed by the Former Tenant.
 4. The hearing was adjourned on consent due to the Former Tenant's legal representative having a conflicting medical appointment. The adjournment sheet notes that the Landlord was required to ensure proper service and provide proof of service going forward
 5. On May 27, 2024, the Landlord emailed the Board seeking to amend the application. The Landlord did not specify the nature of the requested amendments and instead submitted a 54-page package of documents. The amendment request was not served on the Former Tenant or their legal representative.
 6. Based on the materials submitted, the amended application appeared to claim:
 - rent arrears and daily compensation of \$19,400.00 from April 1, 2024, to April 23, 2025; and
 - unpaid utilities of \$1,699.22 from June 2023 to June 2024.
 7. The parties do not dispute that the Former Tenant was no longer residing in the rental unit as of June 4, 2024. The Former Tenant alleges they were locked out by the Landlord on that date; the Landlord alleges the Former Tenant vacated voluntarily. The circumstances surrounding the Former Tenant's departure are the subject of a T2 application filed on July 19, 2024, and are not determinative of this L10 application. The tenancy began on March 1, 2023.
 8. On July 22, 2024, the Board issued a preservation order in relation to the T2 application, which in part prohibited the Landlord from re-renting the unit pending further order. On March 18, 2025, a subsequent interim order lifted the preservation order. The T2 application has not yet been completed and is scheduled to continue on June 23, 2026.
 9. The Landlord was emailed the Notice of Adjourned Hearing on June 6, 2025. No certificate of service was filed to confirm service of the Notice of Adjourned Hearing on the Former Tenant.
 10. On September 8, 2025, the Landlord uploaded another amended application through the Portal. This amendment was served on the Former Tenant and their legal representative on the same date. The amended application maintained the same claims for rent arrears, daily compensation, and utilities as on the first amendment request, but reduced the damages claim to \$0.00.
 11. Pursuant to Rules 15.3 and 15.4 of the Board's Rules of Procedure, I denied the Landlord's request to amend the application. I find the amendment was neither necessary nor made in good faith. The Landlord sought to claim rent and daily compensation for a period after the Former Tenants were no longer in possession, relying on the existence of a preservation order in a T2 application that has not yet been decided. The Tenant's were never put back into possession of the rental unit.

12. The parties agreed to proceed on the originally filed L10 application. The Landlord's legal representative confirmed that the Landlord was no longer pursuing any claim for damages.
13. The parties agreed that the lawful rent was \$1,700.00 per month. However, the originally filed application alleges that for the rental periods of June 1, 2023, through to March 31, 2024 the rent charged **and** owing was \$2,000.00.
14. I raised this discrepancy during the hearing. The Landlord's legal representative indicated that the rent charged figure was a clerical error. However, the Landlord's legal representative also advised that the rent owing figure claimed in the application was also incorrect and did not reflect the lawful rent of \$1,700.00 per month.
15. The Landlord requested an adjournment to correct the errors in the application. I denied the request. This application has been before the Board for more than 18 months. The Landlord has been represented by a licensee since May 2025 and has had ample opportunity to accurately plead and serve its case.
16. An applicant has an obligation to diligently and competently pursue their application. Further adjournments to permit the Landlord to correct foundational defects would cause undue prejudice to the Former Tenant and undermine the efficient administration of justice.
17. I find that the application contains persistent procedural and substantive errors. Taken together, these defects made it difficult, if not impossible, for the Former Tenant to understand and respond to the case against them, which is a fundamental requirement of procedural fairness.
18. For these reasons, the Landlord's application was dismissed.
19. Although the Landlord's application included a claim for unpaid utilities, the Landlord did not raise, pursue, or provide evidence in support of this claim during the hearing or in submissions. I therefore find that the claim for unpaid utilities was effectively abandoned, and I make no findings with respect to it.

It is ordered that:

1. The Landlord's application is dismissed.

April 30, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.