



Order under Section 69 of the Residential Tenancies Act, 2006

Citation: Han v Sahota, 2026 ONLTB 33809

Date: April 28, 2026

File Number: LTB-L-048394-25-HR

In the matter of: Unit 3222 - 2031 Kennedy Road
Scarborough, ON M1T0B8

Between: Yery Han Landlord

and

Arjun Sahota Tenant

HEARING ORDER

History of Application

On June 25, 2025, Yery Han (the 'Landlord') applied in a L1 and N12-based L2 application seeking an order to terminate the tenancy and evict Arjun Sahota (the 'Tenant') because the Landlord claimed the Tenant did not pay the rent that he owes, and because the Landlord in good faith requires the rental unit for her child to live in for at least one year. The Landlord also claimed daily compensation for each day the Tenant stayed in the rental unit after the termination date provided in the N12 Notice.

This application was scheduled to be heard by videoconference on November 6, 2025 but was adjourned by the Member because the Tenant was absent. The Tenant had uploaded a note from the hospital that he had suffered a seizure due to epilepsy. The adjourned hearing was made peremptory on the Tenant.

On March 30, 2026, the Landlord made a request to shorten time to schedule the adjourned hearing, claiming she was suffering financial hardship and citing another LTB L1 application in which she was named as a respondent/tenant for her own rent arrears that she had been unable to pay due to the rent arrears from this application. The request was granted in essence, but since the adjourned hearing was already scheduled there was no effect on the hearing date.

The adjourned hearing was heard by videoconference on April 23, 2026. The Landlord and Tenant attended, and the Tenant declined speaking to tenant duty counsel.

Determinations:

L2 Application Withdrawn

1. The Landlord's L2 application is based on a N12 Notice served because the Landlord's son requires the rental unit to live in. Since the N12 Notice was given pursuant to section 48 *Residential Tenancies Act, 2006* (the 'Act'), the Landlord was required to pay one month's compensation as required by section 48.1 of the Act which states: *A landlord shall compensate a tenant in an amount equal to one month's rent or offer the tenant another rental unit acceptable to the tenant if the landlords gives the tenant a notice of termination of the tenancy under section 48.*
2. The Landlord admitted she had not yet paid the Tenant any compensation for the N12 Notice because she had heard nothing back from the Tenant.
3. Section 55.1 of the Act provides a mandatory time deadline for the compensation to be paid, which states: *If the landlord is required to compensate a tenant under section 48.1, 49.1, 52, 54 or 55, the landlord shall compensate the tenant no later than on the termination date specified in the notice of termination of the tenancy given by the landlord under section 48, 49 or 50.* As per the Act, the one month's compensation, or an acceptable alternate unit, was due by the termination date in the N12 Notice (August 14, 2025).
4. When I raised a preliminary concern that the Landlord had not complied with the compensation element of the N12/L2 application, the Landlord requested for the L2 application to be withdrawn.
5. The Landlord advised that she did not need the L2 application anymore because she would pursue the eviction remedy in the L1 application. After being explained any L1 order for eviction would be voidable by the Tenant (the tenancy would be preserved if the full amount owing is paid and the order is voided), the Landlord still requested a withdrawal of the L2 application because she believed the Tenant would not void any L1 order. Since there was no prejudice to any party, I consented to the Landlord's request to withdraw the L2 application as per Rule 17.3 of the LTB's *Rules of Procedure*.

L1 Application – Rent Arrears Proven

6. I am satisfied from the Certificate of Service and the Landlord's verbal testimony that 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful monthly rent is \$2,050.00. It is due on the fifteenth (15th) day of each month.
9. Based on the monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12 months, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.

11. The rent arrears currently owing up to May 14, 2026 is \$24,600.00. The Tenant agreed this was the amount owing.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord advised she “used” the last month’s rent deposit to cover the rent arrears. The parties admitted that a last month’s rent deposit of \$2,050.00 was collected on January 14, 2024. As per section 106(10) of the Act, *“a landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates”*. As per the Act, I determined that there was a rent deposit still being held in the amount of \$2,050.00 by the Landlord, which shall be applied to the last month of the tenancy if terminated.
14. The Landlord admitted no interest had been paid on the last month’s rent deposit. Interest is owing from the date of collection (January 14, 2024) to the termination date in the N4 Notice (June 20, 2025).

Relief From Eviction Denied

15. Every eviction application requires the Board to consider all the circumstances and decide whether it would be unfair to refuse or postpone an eviction, as per section 83(1) of the Act.
16. The Landlord testified that she has been suffering financial hardship due to the Tenant’s non-payment of rent. The Landlord was served with a N4 Notice for her rental and recently had to vacate where she lived with her 21 year old son. She has her own rent arrears hearing coming up at the LTB in a couple months. The Landlord testified she had to move in with her mother and her son was forced to rent a room. The Landlord believed the relationship with her Tenant had broken down and could not be salvaged. She requested a standard order because she did not want the rent arrears to grow any higher. She had already waited through delay caused by the prior adjournment.
17. The Tenant admitted he withheld rent due to various grievances. The first 18 months of the tenancy were fine, but in the last year or so the Tenant had experienced many issues such as the Landlord’s agents entering the rental unit repeatedly without valid written notice, substantial interference, and harassment.
18. The Tenant had not properly disclosed any section 82 issues for this L1 application so I determined it would be procedurally unfair to allow an adjudication of such issues. The Tenant advised he had filed a T2 application about the same issues yesterday and was awaiting a hearing for his application.
19. The Tenant testified he does not want to preserve the tenancy. He agreed the relationship has broken down. The Tenant asked for a postponement of 90 days, during which time he promised to pay ongoing monthly rent on time (for May 15, June 15, and July 15, 2026), and he promised to pay off all rent arrears and filing fee by the 90 day extension. He did not actually intend to stay at the rental unit even if he voided an eviction order, because he wanted a new place since the relationship was not good with his current Landlord.

20. The Tenant testified that he suffers from epilepsy and seizures. His health issues would make it challenging for him to look for and find a new place to move to. He does not drive due to his medical condition, and Uber prices have increased recently due to increased gas prices. Therefore, he would have to rely on public transportation to look for alternate housing. The Tenant lives alone and has no dependents. His father lives about 20 minutes away. His 'grand mall' seizures have been brought under control over the past 6 months; however, he still has 'aura' seizures that leave him "checked out" where he wakes up after a period of about 2 hours. The Tenant testified that even with good intentions to get things done, when he has the aura seizure he may "wake up on the floor" hours after the medical event.
21. The Tenant testified that when the rent arrears were about half what they currently are (when the arrears were about \$12,000.00), he had saved that amount and had been ready to remit it to the Landlord. The Tenant reiterated that he would like to request a 90 day extension to organize his moving and housing search, and assured the Landlord he could pay her the rent arrears within that timeframe.
22. 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. Since neither party wanted to preserve the tenancy, nor did the Tenant request a conditional payment plan, I find it would be unreasonable to order any relief from eviction.
23. That only leaves the determination of whether any postponement/extension of eviction should be granted.
24. The Tenant gave verbal assurances that he would continue to pay the ongoing monthly rent during a 90 day extension. The Landlord was skeptical of this and reiterated the significant ongoing financial hardship that she was suffering. When I consider the Tenant's behaviour since the N4 Notice was served, he has admittedly paid \$0 in rent since May 15, 2025. For nearly a year, the Tenant took a self-help remedy of withholding rent, which he felt justified to do given his alleged claims about illegal entries, substantial interference, and harassment.
25. I raised the possibility of making a good faith payment at the hearing, which some tenants do to show their sincerity towards their intentions to support asking for a postponement of eviction. The Tenant reiterated that he would require 90 days to move, but that he intended to pay the Landlord the full amount owing by that time.
26. Considering all the circumstances, I find that it would be unfair to postpone eviction. The Landlord's circumstances have been impacted where she is facing her own rent arrears application and had to move in with her mother. The current arrears are high with no prospect or good faith behaviour shown by the Tenant to pay down any of the arrears, or to even pay ongoing rent if I were to postpone the eviction. Based on the submissions made by the parties, I find it likely that the rent arrears would continue to grow if eviction were postponed.
27. I am mindful of the Tenant's health issues; however, he does have a family member within 20 minutes to help. The Tenant knew or ought to have known since the N4 Notice was served in June, 2025, that he may have to vacate the rental unit. He was advised at the

hearing to immediately make efforts to pack, organize to move, and look for alternate housing. The Tenant also indicated he has savings from the rent he withheld, so there is still the possibility to void the eviction order.

28. I find it would be unfair to grant relief from eviction or to grant any postponement of eviction in these circumstances. Therefore, a standard order shall be issued as requested by the Landlord.

It is ordered that:

29. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTION

30. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$24,786.00*** if the payment is made on or before May 9, 2026 (see Schedule 1 section A for how this amount was calculated).

31. 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 May 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

PAY AND GO OPTION

32. **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 May 9, 2026 (standard 11 days from the issuance date of this order).**

33. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$22,662.57**** (see Schedule 1 section B for how this amount was calculated). This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The last month's rent deposit and interest owing on the deposit were deducted from the amount owing.

34. If the Tenant does not vacate the rental unit by the termination date of May 9, 2026, then the Tenant shall also pay the Landlord compensation of **\$67.40 per day** for the use of the rental unit starting May 10, 2026 until the date the Tenant actually moves out of the rental unit or gets evicted through Sheriff enforcement.

35. If the Tenant does not pay the Landlord the full amount owing on or before May 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2026 at 4.00% annually on the balance outstanding.

36. If the unit is not vacated on or before May 9, 2026, then starting May 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
37. 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 May 10, 2026.

April 28, 2026

Date Issued

Michelle Tan

Vice Chair, 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 10, 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

PAY AND STAY OPTION

- A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 9, 2026:**

Rent Owing as of the Hearing Date (to May 14, 2026)	\$24,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,786.00*

PAY AND GO OPTION

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

Rent Owing as of the Hearing Date	\$24,600.00
Application Filing Fee	\$186.00
Less the last month's rent deposit	-\$2,050.00
Less the interest owing on the deposit (from the date of collection: January 14, 2024, to the termination date in the N4 Notice: June 20, 2025)	-\$73.43
Total amount owing to the Landlord	\$22,662.57**
Plus daily compensation owing for each day of occupation starting May 10, 2026	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	