



**Order under Section 87
Residential Tenancies Act, 2006**

File Number: LTB-L-088686-25

In the matter of: 342 CHRISTINE AVE
BELLE RIVER ON N8L1B6

Between: JAIDEEP BRAR Landlord

And

Christopher James Former Tenant

JAIDEEP BRAR (the 'Landlord') applied for an order requiring Christopher James and (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. On consent of the parties the Former Tenant Sierra Leduc is removed from the Application.
2. At the outset of the hearing the parties requested an adjournment on consent to allow the Tenant additional time to receive the Landlord's evidence and review the Application to ensure that the Landlord's arrears calculation was accurate.
3. The Tenant testified that he was recently scheduled to meet with some clients in Michigan and was on his way to the Detroit food terminal. The Tenant testified that this was new employment and was unavoidable. The Tenant testified that he wanted to prepare himself with respect to continuity between the Application and what was submitted and wished to verify what he was given with what was posted in the LTB platform.
4. Both parties indicated that they had no issue with my proceeding with the hearing, with the understanding that if the Tenant could demonstrate that additional payments had been made which were not accounted for by the Landlord, the amount determined to be owing by the Landlord would be offset by these payments.
5. Therefore, the hearing proceeded.
6. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Tenant shall pay to the Landlord \$26,660.59.

7. I am not satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
8. The Application documents was served on October 21, 2025 by handing it to the Tenant.
9. The Notice of Hearing was not served on the Tenant as the Landlord had no way of contacting them. The Tenant testified that he received a screenshot from the Landlord which showed the LTB file number, the date and the time, and he called into the LTB to discover the details of the hearing.
10. The Landlord's Legal Representative indicated that this was sent to the Tenant on January 14, 2026.
11. While the Landlord did not serve the Tenant with the L10 in accordance with Board's rules, I am satisfied that the Tenant became aware of the proceeding on or about January 14, 2026 which is at least 30 days prior to the hearing date and was able to prepare for the hearing, join the hearing block, and take part in the proceeding. Therefore, as the parties agreed to proceed with the hearing I am satisfied that is appropriate to do so, rather than dismiss or adjourn the Application.

The L10

12. The Former Tenant vacated the rental unit on January 31, 2025.
13. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit. [Rent and daily compensation owing]
8. The lawful rent was \$3,200.00. It was due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on January 31, 2025, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to January 31, 2025, are \$29,700.00. However, if the Tenant can provide proof of additional payments not accounted for by the Landlord, the arrears shall be offset by those payments on the consent of the parties.
13. The Tenant testified that he believed he owed an amount close to that claimed by the Landlord but wished to overlay with his own records to confirm, as one or two additional payments may exists.
14. As the Landlord cannot prove a negative, in that the Tenant has not paid the rent, and the Tenant has not provided proof of additional payments I am satisfied that the arrears owing are \$29,700.00.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The parties agreed that the order should provide a 6-month delay to allow the Tenant additional time to pay the arrears.

Rent Deposit

15. The Landlord collected a rent deposit of \$3,000.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
16. Interest on the rent deposit, in the amount of \$225.41 is owing to the Former Tenant for the period from January 31, 2022 to January 31, 2025

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$29,700.00, which represents rent and compensation owing up to January 31, 2025.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,225.41 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$26,660.59*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before September 30, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from October 1, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Reid Jackson
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To January 31, 2025	\$29,700.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$225.41
Total amount owing to the Landlord	\$26,660.59