



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

File Number: LTB-L-007810-26

In the matter of: UPPER UNIT, 38 BLACK DIAMOND CRES
BRAMPTON ON L6X1A2

Between: Narinder Verma Landlord

And

Sapinder Singh Aujla Tenants
Kinanjit Kaur

Narinder Verma (the 'Landlord') applied for an order to terminate the tenancy and evict Sapinder Singh Aujla and Kinanjit Kaur (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord, the Landlord's Representative, Bruce Parsons, the Tenants, and the Tenants' Representative, Jasleen Narula, 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. The Tenant was in possession of the rental unit on the date the application was filed.

When did the Tenant vacate?

3. The parties dispute when the Tenant vacated the rental unit. The Tenant submits that they vacated the rental unit on February 26, 2026, and left the keys on the counter. They don't deny that they never told the Landlord they would be vacating.
4. The Landlord Representative submits that the Tenancy should be deemed to be terminated on March 7, 2026. It is on this date that the Landlord discovered the unit was vacant and the Tenant was no longer living there.

5. Logically, the Landlord could not have known the Tenants vacated in February because they did not tell him.
6. I find the tenancy terminated effective March 7, 2026, when the Landlord first discovered the Tenants had vacated the rental unit. Rent arrears are calculated up to the date the Tenant vacated the unit and include the monthly rent for March 2026, as the Landlord was not able to rent out the unit for the month of March 2026 and the tenancy was not terminated in accordance with the Act.

Dispute regarding payments made

7. The lawful rent is \$3,600.00. It was due on the 1st day of each month.
8. The Landlord submits Tenant has not made any payments since the application was filed.
9. The rent arrears owing to March 31, 2026, are \$18,945.00.
10. The Tenant submits that they have made payments towards the arrears and specifically in October 2025 that the Tenant paid \$2900.00. This amount was disputed by the Landlord as having been paid. However, Tenant failed to upload any supporting documentation proving payments were made to the Landlord or showing the method of payment. Based on the evidence before me, I find that the Tenants have not made the payment as claimed. The Landlord is not able to prove a negative, and the Tenants failed to provide any corollary evidence to support the payment they are claiming to have made, such as a bank statement or confirmation of electronic transfer of funds.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
13. Interest on the rent deposit, in the amount of \$64.21 is owing to the Tenant for the period from May 2, 2025, to March 7, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 7, 2026, the date the Landlord discovered that the Tenant moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$12,695.31. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

3. If the Tenants does not pay the Landlord the full amount owing on or before April 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026

Date Issued

Chris Hall

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$18,945.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,600.00
Less the amount of the interest on the last month's rent deposit	- \$64.21
Total amount owing to the Landlord	\$15,466.79