



Order under Section 69 Residential Tenancies Act, 2006

Citation: SKPM RENTS 20 v SINGH, 2026 ONLTB 36619

Date: 2026-05-08

File Number: LTB-L-094040-25

In the matter of: 705, 35 TOBERMORY DR
NORTH YORK ON M3N2R6

Between: SKPM RENTS 20 Landlord

And

NAVJOT SINGH Tenant

SKPM RENTS 20 (the 'Landlord') applied for an order to terminate the tenancy and evict NAVJOT SINGH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026 and May 4, 2026.

The Landlord's legal representative, S. Harris, attended the hearing on January 27, 2026, and the Landlord's legal representative, H. Levenson, attended the hearing on May 4, 2026. The Tenant attended both the hearings.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,719.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.55. This amount is calculated as follows: \$1,719.96 x 12, divided by 365 days.
5. The Tenant has paid \$9,029.06 to the Landlord since the application was filed.
6. The Landlord alleged the rent arrears owing to May 31, 2026 are \$4,061.75.
7. The Tenant disputes the amount of rent owed because she alleges that she has paid the rent in full each month.

8. At the first hearing in January 2026, the Tenant alleged that the Landlord had charged her for damages and application fee charges that were unlawfully deducted from her rent payments. Since the Landlord was unaware that the Tenant would be contesting the arrears, and since the Tenant had failed to properly disclose her evidence before that hearing, I adjourned the matter to permit the parties lawfully disclose to each other, and to the Board, any evidence they had about payments, charges or unlawful deductions.
9. The Landlord filed an update sheet, as well as a ledger that went further back, by a number of months, than October 2025, when the arrears began to accrue in October 2025. Although the Tenant repeatedly insisted that she had paid the rent in full each month, and there should therefore be no arrears owing, nothing in her evidence disclosed a payment she had made that had not been credited to her by the Landlord. It is undisputed that the Tenant has made a recent payment of over \$200.00 that has not yet cleared with the bank, so the Landlord has not added it to the total amount of payments made by the Tenant.
10. The only payments that appear in both the Landlord's and the Tenant's disclosure, that have not been adjusted for in the Landlord's update sheet are the following: The Landlord charged the Tenant \$225.80 for a "Tenant chargeback" for "new kitchen doors" on May 3, 2025, and they added it to the rent balance, which made the rent balance owed by the Tenant higher than it should have been. The Landlord also charged the Tenant \$186.00 for the filing fee for this application on November 17, 2025, and they also already added it to the Tenant's rent balance. These are both amounts that the Landlord is not authorized to charge and deduct from rent payments. Consequently, the arrears will be reduced by the total of \$411.80. This amount deducted from the rent owing, would not have invalidated the N4 notice of termination served by the Landlord in October 2025.
11. The arrears owing to May 31, 2026, are therefore, in fact, \$3,649.95.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord is not entitled to this amount prior to this order being issued, and that is why it has been deducted from the arrears above.
13. The Landlord collected a rent deposit of \$1,634.95 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$52.54 is owing to the Tenant for the period from January 1, 2025 to May 4, 2026.
15. As mentioned above, the Tenant repeatedly insisted that she does not owe any arrears, and she was therefore not prepared to propose a repayment arrangement. She has been living in the rental unit for about six years with her two young children, and she wants to remain in the rental unit. The Tenant said that she works part-time for approximately \$14,000.00 per year, and she receives \$800.00 per month child tax credit. She said that she receives support from her children's father in the amount of \$200-500.00 per month.
16. Based on the Tenant's reported income of just over \$2,000.00 per month, I find that the Tenant does not have sufficient income to pay the rent in full going forward. That is borne out by her payment history. Since January 2026, when the Tenant paid the rent in full on January 5, 2026, she has underpaid the rent, and she has paid the rent in small payments

on different dates in the month. For example, in March 2026, she made two payments that added up to almost \$600.00 short on the full rent. The payments were late and very short in April 2026 as well. In May 2026, she has only paid around \$200.00 by the fourth of the month, and this amount has not yet cleared. These types of payments are what contributed to the start of arrears accruing in October 2025, and the Tenant never managed to catch up after that. Based on this evidence, I find that the Tenant is not able to pay the rent going forward, and a payment plan would not be successful. In any case, the Tenant did not propose one.

17. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act for the following reasons. The Tenant has lived in the rental unit for a number of years, and she has two young children. She has a very limited income, and she has continued to make good faith payments towards the rent. It will be difficult for her to find alternative accommodation. Therefore, I find that it is not unfair to give her a bit more time.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,835.95 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$5,555.91 if the payment is made on or before June 30, 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 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 June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 June 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$654.70. 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 Landlord 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 Landlord compensation of \$56.55 per day for the use of the unit starting May 5, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 July 1, 2026.

May 8, 2026
Date Issued

Nancy Morris
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 January 1, 2027 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 May 31, 2026

Rent Owing To May 31, 2026	\$13,090.81
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,029.06
Plus \$411.80 unlawfully charged by the Landlord	
Total the Tenant must pay to continue the tenancy	\$3,835.95

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$14,810.77
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,029.06
Plus \$411.80 unlawfully charged by the Landlord	
Total the Tenant must pay to continue the tenancy	\$5,555.91

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

Rent Owing To Hearing Date	\$11,597.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,029.06
Less the amount of the last month's rent deposit	- \$1,634.95
Less the amount of the interest on the last month's rent deposit	- \$52.54
Plus \$411.80 unlawfully charged by the Landlord	
Total amount owing to the Landlord	\$654.70
Plus daily compensation owing for each day of occupation starting May 5, 2026	\$56.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	