



Order under Section 69 Residential Tenancies Act, 2006

Citation: DANIELS GATEWAY RENTAL COMMUNITIES v SINGH, 2026 ONLTB 38423

Date: 2026-05-15

File Number: LTB-L-006570-26

In the matter of: 2109, 40 LAGERFELD DR
BRAMPTON ON L7A5L5

Between: DANIELS GATEWAY RENTAL
COMMUNITIES

Landlord

And

RAJESHWAR SINGH
GURWINDER SINGH
SAFALDEEP SINGH
SAVREET KAUR

Tenant

DANIELS GATEWAY RENTAL COMMUNITIES (the 'Landlord') applied for an order to terminate the tenancy and evict RAJESHWAR SINGH, GURWINDER SINGH, SAFALDEEP SINGH and SAVREET KAUR (the 'Tenant(s)') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 5, 2026.

Only the Landlord represented by their legal representative Leo Corsetti and the Landlord's agent, Genevieve Chessie, attended the hearing.

As of 1:11 PM, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 19, 2025, the Landlord gave the Tenants a first, voidable N5 notice of termination. The Tenants voided the first N5 by correcting their behaviour and ensuring that dogs did not pee on the balcony. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On January 22, 2026, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: the Tenants' dog were permitted to pee on the balcony and the dog pee was trickling into other residential units.
5. The Tenant, an occupant of the Tenant's rental unit or a person permitted in the residential complex by the Tenant has permitted their dog to pee on the balcony and the dog pee is impacting other units by trickling into their residential unit, namely another tenant's balcony.
6. This conduct has substantially interfered with the Landlord's and the other tenants' reasonable enjoyment of the residential complex.
7. The Tenant was required to pay the Landlord \$8,002.88 in daily compensation for use and occupation of the rental unit for the period from February 6, 2026, to May 5, 2026.
8. Based on the monthly rent, the daily compensation is \$89.92. This amount is calculated as follows: \$2,735.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,735.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$58.22 is owing to the Tenant for the period from May 1, 2025, to May 5, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
12. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. 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 27, 2026.
4. The Tenant shall pay to the Landlord \$8,002.88, which represents compensation for the use of the unit from February 6, 2026 to May 5, 2026.
5. The Tenant shall also pay the Landlord compensation of \$89.92 per day for the use of the unit starting May 6, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,793.22 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$5,395.66.
9. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Jeanie Theoharis
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 of the Tenant expires on November 27, 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.