



Order under Section 69 Residential Tenancies Act, 2006

Citation: Plaha v Ronald, 2026 ONLTB 38679

Date: 2026-05-15

File Number: LTB-L-016897-26

In the matter of: Room 1, 8 PRIDE CRT
BRAMPTON ON L6Y5H3

Between: Randeep Plaha
Harinderpal Plaha
Landlords

And

Persad Ronald
Tenant

Randeep Plaha and Harinderpal Plaha (the 'Landlords') applied for an order to terminate the tenancy and evict Persad Ronald (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on May 6, 2026.

The Landlords' legal representative, Barrett Beaudoin, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords 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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to May 31, 2026 are \$19,660.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,100.00 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.
9. Interest on the rent deposit, in the amount of \$49.02 is owing to the Tenant for the period from June 1, 2024 to May 6, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 22 times out of 24 months from June 2024 to May 2026.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). First, I considered the Tenant's position that he is currently at a zero balance and does not owe any rent to the Landlords. In support of his position, the Tenant provided videos at the hearing which he says confirm that he made multiple cash payments to the Landlords that they have not recorded.
12. There are several problems with the Tenant's videos. First, they are completely dark, possibly because he recorded them while his phone was in his pocket. This means that it is impossible to know who is in the videos and it is impossible to know to whom the Tenant is talking or allegedly making payments.
13. Next, the Tenant can not recall the dates or times when these videos were taken. These details are important because, if the Tenant says these videos confirm that he made cash payments to the Landlords, he needs to establish when those cash payments were made. As the dates, times and details of what is occurring in the Tenant's videos is unclear, I am not satisfied on the balance of probabilities that these videos establish that the Tenant made cash payments to the Landlords which remain unaccounted for. In other words, in the absence of sufficient evidence to the contrary, I am satisfied that the outstanding arrears are \$18,560.00 for the period ending May 31, 2026, as the Landlords have recorded.
14. At the hearing, I told the Tenant that I was not persuaded that he has paid all the outstanding arrears and I was instead satisfied that the current outstanding arrears are \$18,560.00. At that point, the Tenant admitted that he was unable to pay the arrears and he requested relief from eviction in the form of a delay of 4 months.
15. The Landlords disagree with the Tenant's request, primarily because the arrears are significant and are continuing to grow. The Landlords also say they sent a letter to the Tenant attempting to negotiate with him and resolve this matter. The Landlords are

seeking a non-voidable order terminating the tenancy and ordering the Tenant to pay the outstanding arrears within 11 days.

16. While I understand and appreciate the Landlords' position, and after considering all of the circumstances, I find that a standard voidable order is more appropriate in this situation. I say this because it affords the Tenant one last opportunity to save their tenancy by paying the outstanding arrears. If the Tenant is able to pay the arrears, they will then be required to pay their monthly rent in full and on time, subject to the Landlord's right to file an application to terminate the tenancy in the event of a breach.
17. However, I would note that the Tenant will only be given the standard 11-day time period during which to pay the outstanding arrears. I am satisfied that this "standard time period" will reduce any ongoing prejudice to the Landlords. For these reasons, and after considering all of the circumstances, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$19,846.00 if the payment is made on or before May 26, 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 May 26, 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 May 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,813.94. 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 \$36.16 per day for the use of the unit starting May 7, 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 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.

8. 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.
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 May 27, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period commencing June 1, 2026, to May 31, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlords may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

May 15, 2026
Date Issued

Laura Hartslief
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.

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 26, 2026

Rent Owing To May 31, 2026	\$19,660.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$19,846.00

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

Rent Owing To Hearing Date	\$18,776.96
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$49.02
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$17,813.94
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$36.16 (per day)

