



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: PARIKH v PATEL, 2026 ONLTB 38796

Date: 2026-05-20

File Number: LTB-L-018862-26

In the matter of: 2612, 258B SUNVIEW ST
WATERLOO ON N2L0H7

Between: AYUSH PARIKH Landlord

And

HRIDAY JIGNESHKUMAR PATEL Tenants
HET PATEL

AYUSH PARIKH (the 'Landlord') applied for an order requiring HRIDAY JIGNESHKUMAR PATEL and HET PATEL (the 'Tenants') to pay the rent that the Tenants owe.

This application was heard by videoconference on May 11, 2026.

The Landlord and the Tenants attended the hearing.

Dippakumar Patel also attended the hearing.

Sheeelaben Jigneshkumar Patel also attended the hearing.

Jigneshkumar Patel attended the hearing to act as a spokesperson for the Tenants and other parties that attended on behalf of the Tenants.

Determinations:

Who are Tenants

1. Dippakumar Patel and Sheeelaben Jigneshkumar Patel had been listed as Tenants in the lease agreement. However, at no time did they reside in the rental unit. The parties agreed that they were the "guarantors" for the Tenants.
2. As a result, the Board has no jurisdiction to make an order for a guarantor to pay the rent or arrears owing and they were removed from these proceeding. The style of cause has been amended accordingly.

Who was in possession

3. The application was filed on March 2, 2026.
4. The Tenants had given notice to vacate as of January 31, 2026.
5. However, the Landlord had only agreed that the Tenant Het Patel could sub-let their room to someone else until April 30, 2026.
6. The parties agreed that the sub-let tenant has vacated the rental unit as of April 30, 2026.
7. It was uncontested that the Tenants had vacated as of January 31, 2026.
8. The Tenant Het Patel may have vacated the rental unit with the consent of the Landlord to sub-let their room, until April 30, 2026. They were not in possession when the application was filed, although the sub-let tenant was.
9. Since it was undisputed that the Tenant Hriday Jigneshkumar Patel had also vacated the rental unit on January 31, 2026, the Landlord could not file an L9 application against them as a former Tenant on March 2, 2026. It did not matter if they had not returned the keys. In my view a prudent Landlord would replace keys once Tenants vacate in order to provide a sense of security to the next tenants that the former tenants do not possess keys they had made or not returned. Keeping the keys did not give them possession of the rental unit.
10. In my view, I could not bifurcate or convert the L9 application to an L10 application because the essential elements of notice had not been complied with and they had no awareness of the potential claims against them to be able to properly prepare to know the case to meet.
11. As a result, an order for arrears of rent against the former Tenants shall not be issued.

Refused payments

12. It was uncontested that the Landlord had refused a payment from the Tenants. The Landlord indicated that they did not want to accept the payment in order to avoid creating a tenancy with the sub-let tenant.
13. This is a mistaken belief. The Landlord may enter into a new lease agreement with the sub-let tenant at any time to permit the sub-let tenant take over the rental unit. If the sub-let tenant did not pay rent, and remained as an overholding Tenant, and the actual Tenants had given notice to terminate that the Landlord had accepted, then the Landlord could apply for an order for arrears to be paid by the sub-let. Thus, there was no good reason for the Landlord to refuse to accept payments from the Tenants.

Notice to terminate

14. The Tenants had provided notice to terminate that was less than the 60 days required in accordance with the Act.
15. The Landlord refused to accept this notice from Hriday Jigneshkumar Patel.

16. The Landlord accepted the notice from Het Patel and consented to permit a sub-let to occupy their room until April 30, 2026.
17. It was undisputed that the Tenants had vacated as of January 31, 2026.
18. It was undisputed that the sub-let tenant had vacated as of April 30, 2026.
19. As a result, the Landlord could not file an L9 application against these former Tenants.
20. The Landlord may claim the rent for the actual notice period that the Tenants could have given, however that is not this type of application.
21. In the hearing, I had indicated that I would order arrears to be paid by the Tenant Het Patel, however upon reflection, I have determined that I could not make such an order as they had also vacated the rental unit as of January 31, 2026, with the consent of the Landlord.
22. Therefore, since this was not the appropriate application and I could not convert to an L10 since it did not set out all of the Landlord's claims, the application could not proceed and shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

May 20, 2026
Date Issued

Robert Patchett
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.