



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

File Number: LTB-L-100604-25

In the matter of: 16 SOUTHCREST CRT(BASEMENT)
BRAMPTON ON L6P 1T6

Between: Jatinderjit Multani Landlords
Baljit Multani

and

Ashley Candace Ram Tenant

Jatinderjit Multani and Baljit Multani (the 'Landlords') applied for an order to terminate the tenancy and evict Ashley Candace Ram (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026 and May 15, 2026.

The Landlords and the Tenant attended the hearing.

Jatinderjit Multani, testified on behalf of the Landlords.

Determinations:

Tenant's issues

1. At both hearings the Tenant wanted to raise issues regarding maintenance and harassment. The Tenant indicated that a separate T2/T6 application has been filed and is pending to be scheduled.
2. At the February 9, 2026 hearing, the Tenant uploaded several documents to the Board; however, she did not serve the Landlord with her intention to raise section 82 issues. The Tenant testified at that hearing that she was not aware of the requirement in section 82(2) of the *Residential Tenancies Act, 2006* (the 'Act') and the Board's Rule of Procedure 19.4 to provide advance notice of the intention to raise issues under section 82, and the supporting evidence, at least 7 days before the hearing.
3. The Landlord objected to the Tenant's issues because he was not served with her evidence and he was not made aware in advance of the hearing that the Tenant will raise s.82 issues. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues at the February 9, 2026 hearing. On that date I also informed the

Tenant that s. 82(2) of the Act requires the Tenant to give advance notice to the Landlord of the Tenant's intent to raise issues. I also indicated to the Tenant that the notice shall be given in writing and shall comply with the Board's Rules.

4. Prior to the May 15, 2026 hearing, the Tenant again uploaded several documents to the Board's portal but did not make the Landlord aware of her intention to raise section 82 issues. The Tenant alleged that the Landlord threatened to lock her out of the unit and failed to repair the entry door. She also stated that the ceiling fixture in her unit fell because the occupants living in the upper unit would forcefully stomp on the floor. The Tenant claims the disturbances affected her mental health which caused her to ultimately vacate on February 7, 2026. I inquired whether the Landlord locked the Tenant out or physically removed her from the rental unit. The Tenant stated that she was not physically removed from the premises and acknowledged that the Landlord did not lock her out.
5. The Landlord stated that he was not prepared to respond to the Tenant's issues as he had not been served with the Tenant's evidence or made aware of her intention to raise s.82 issues at the May 15th hearing. The Landlord further stated that the Tenant has filed her own application for which he has evidence to submit in response.
6. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlords and file with the Board a list of their issues as well as their supporting evidence at least seven days before the hearing.
7. Rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply. In this case, I am not satisfied with the Tenant's explanation. I say this because the Tenant was made aware of the requirements in the Act and the Board's Rules at the February 9, 2026 hearing. I find that the Tenant did not comply with the requirements set out in the Act and the Board's Rules. I also find the Tenant had advance notice of these hearings and several opportunities to raise s. 82 issues but she did not.
8. Therefore, I did not hear any evidence or submission regarding the Tenant's s.82 issues. I informed the Tenant that her harassment and maintenance issues can be heard once the Board schedules her applications.

Rental Arrears

9. The Tenant was in possession of the rental unit on the date the application was filed.
10. The Tenant vacated the rental unit on February 7, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
11. The lawful rent was \$850.00, and it was due on the 10th day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: $\$850.00 \times 12$, divided by 365 days.
13. The Tenant has paid \$150.00 to the Landlords since the application was filed.
14. The rent arrears owing to February 7, 2026 are \$2,182.60 for the following rental periods:

- November 10, 2025 to December 9, 2025, the Tenant owes \$700.00;
- December 10, 2025 to January 9, 2026, the Tenant owes \$700; and
- January 10, 2026 to February 7, 2026, the Tenant owes \$782.60 (\$27.95x28 days).

15. At the May 15, 2026 hearing, the Landlord acknowledged the last month's rent deposit of \$850.00, which had been paid by the Tenant to the former Landlord on June 10, 2018 under the tenancy agreement. The rent deposit must be applied to the arrears of rent because the tenancy terminated. It is also undisputed that interest on the rent deposit, in the amount of \$109.81 is owing to the Tenant for the period from June 10, 2018 to February 7, 2026.

16. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

17. The Tenant requested 1 year to pay the outstanding arrears. While the Landlord submitted that delay would cause prejudice, no documentary evidence was provided in support of that position. Therefore, I find it appropriate to grant the Tenant until August 31, 2026 to pay the outstanding arrears.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated as of February 7, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlords \$1,408.79. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlords owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlords the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

May 26, 2026
Date Issued

Adeela Alvez
Member, Landlords 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	\$2,182.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$850.00
Less amount of the interest on the last month's rent deposit	-109.81
Total amount owing to the Landlords	\$1,408.79