



**Order under Section 74(14)
Residential Tenancies Act, 2006**

File Number: LTB-L-078393-25-VO

In the matter of: 1008, 35 KINGSBRIDGE GARDEN CIR
MISSISSAUGA ON L5R3Z5

Between: Jasbir Guron Landlords
Jagdeep Guron

And

Rajsri Modhvadia Tenants
Bobby Singh

Rajsri Modhvadia and Bobby Singh (the 'Tenants') filed a motion to set aside the order LTB-L-078393-25 because, before the eviction order was enforced, the Tenants paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006*, to void the order.

This motion was heard by videoconference on April 16, 2026.

The Tenant Bobby Singh, the Landlord Jasbir Guron, and the Landlords' Legal Representative, Shalini Purri, attended the hearing.

The Tenant Bobby Singh was authorized to act on behalf of the Tenant Rajsri Modhvadia.

Determinations:

Procedural History

1. On September 18, 2025, the Landlords applied for an order to terminate the tenancy and evict the Tenants because the Tenants did not pay the rent that the Tenants owe (hereafter referred to as the 'L1 Application').
2. The L1 Application was heard on November 26, 2025, and resolved by the order LTB-L-078393-25, issued on December 16, 2025.
3. On January 20, 2026, the Tenants filed the motion to set aside the order LTB-L-078393-25, issued on December 16, 2025, because, before the eviction order was enforced, the Tenants claimed to have paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') to void the order LTB-L-078393-25, issued on December 16, 2025.
4. Pursuant to the Endorsement dated January 20, 2026, the motion was directed to a hearing.

5. In accordance with the Notice of Hearing sent to the parties on January 20, 2026, the motion was first scheduled to be heard on February 9, 2026.
6. On February 3, 2026, the Tenants filed with the Board a *Request to Reschedule a Hearing*, as they sought for their motion not to be heard prior to the month of April 2026.
7. Pursuant to the Endorsement dated February 5, 2026, the Tenants' request to reschedule the February 9, 2026, hearing was granted, and the matter was postponed to April 16, 2026, in accordance with the Notice of Rescheduled Hearing sent to the parties on February 6, 2026.

Adjournment Request

8. At the start of the hearing, the Tenant Bobby Singh (hereafter referred to as 'B.S') requested that the matter be adjourned to a later date as the Tenants travelled to India during the last week of the month of February 2026 for medical purposes.
9. B.S stated that their travel plans to return to the rental unit were delayed for reasons beyond their control, and that they are currently still abroad.
10. B.S indicated that they would not necessarily have access to all of their materials, and that their ability to participate in the proceedings may therefore be impacted.
11. The Landlords were opposed to the Tenants adjournment request. They submit that the Tenants failed to submit to the Landlords all of the payments reflected on their motion, and that the adjournment request would therefore be prejudicial to the Landlords and unduly delay the proceedings which the Tenants started of their own accord and therefore for which the Tenants ought to know the case to be met.
12. Rule 21.8 of the Board's *Rules of Procedure* and the Board's *Interpretation Guideline 1* outline relevant considerations in determining whether or not an adjournment request should be granted, including:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.[Emphasis added]
13. On the basis of the evidence and submissions before me, and having considered the factors outlined in Rule 21.8 of the *Rules of Procedure*, I denied the adjournment request.
14. Indeed, this is not the first time that the Tenants have requested that the hearing be postponed. Their first request was granted, and the matter was rescheduled in accordance with the timeline set out in their previous request.

15. Furthermore, while the Tenants claimed to be abroad for medical reasons at the time of the hearing, I note that the Tenants failed to produce any medical documents that would provide an adequate description of their diagnosis or clarify the effect of any such a diagnosis on their inability to attend or participate in the proceedings, or when – in the opinion of a medical professional - they would have been able to attend or participate in a hearing.¹
16. The Tenants also failed to submit any travel documents showing their travels abroad, or showing that their return plans had to be delayed.
17. Moreover, the Tenants having filed the motions themselves, I find that they are aware of the questions arising in the proceedings and therefore had a reasonable opportunity to know issues and respond accordingly. Even if they were abroad, the Tenants were able to join the videoconference though it virtual format. As such, I find that they had an opportunity to be heard on the matter.
18. Accordingly, I find that the adjournment request amounts to little more than an attempt by the Tenants to unduly delay the proceedings. As the Board has an obligation to adopt the most expeditious method of determining the questions arising in a proceeding, the Tenants' adjournment request was denied and the motion to set aside the order LTB-L-078393-25, issued on December 16, 2025, proceeded to be heard.

Motion to Set Aside the Order LTB-L-078393-25, Issued on December 16, 2025

a) Tenants' Evidence

19. The parties agree that the Tenants have not previously made a motion under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to set aside an eviction order during this tenancy.
20. B.S testified that the Tenants paid the Landlords the total amount of \$12,986.00 between November 27, 2025, and January 5, 2026, in accordance with the following payment schedule:
 - \$3,000.00 on November 27, 2025, by e-transfer, as it appears from a screenshot of the Tenants' banking portal showing the e-transfer details associated to the confirmation #C1A4Ex***FMg (DOC-7191446, page 3 of 9; Exhibit 1),
 - \$200.00 on November 27, 2025, by e-transfer, as it appears from a screenshot of the confirmation showing that the e-transfer in the amount of \$200.00 sent to iguron@hotmail.com had been accepted on November 27, 2025 (DOC-7191446, page 4 of 9; Exhibit 2),
 - \$2,000.00 on December 9, 2025, by e-transfer, as it appears from a screenshot of the confirmation showing that the e-transfer in the amount of \$2,000.00 sent to iguron@hotmail.com had been accepted on November 27, 2025 (DOC-7191446, page 5 of 9; Exhibit 3),

¹ *Wang v. Oloo*, 2023 ONSC 1028

- \$1,200.00 on December 9, 2025, by e-transfer, as it appears from a screenshot of the transaction details showing that a payment of \$1,200.00 to the Landlords had been successfully completed (DOC-7191446, page 6 of 9; Exhibit 4),
 - \$1,200.00 on December 16, 2025, by e-transfer, as it appears from a screenshot of the transaction details showing that a payment of \$1,200.00 to the Landlords had been successfully completed (DOC-7191446, page 7 of 9; Exhibit 5),
 - \$2,186.00 on December 20, 2025, by cash, as it appears from a copy of the handwritten receipt dated December 20, 2025 (DOC-7191446, page 8 of 9; Exhibit 6),
 - \$3,200.00 on January 5, 2026, by cash, as it appears from a copy of the handwritten receipt dated January 5, 2026 (DOC-7191446, page 9 of 9; Exhibit 7).
21. B.S. stated that while the Tenants usually pay their rent by e-transfer, they elected to complete the payments on December 20, 2025 (Exhibit 6) and January 5, 2026 (Exhibit 7) by cash, as the Landlords had blocked the Tenants' email address.
22. B.S. indicated that they withdrew the cash amounts from their bank account, and met the Landlord Jasbir Guron (hereafter referred to as 'J.G.') in person to provide them with the payments.
23. With respect to the cash payments, B.S. stated that the Tenants drafted the receipts themselves, and then had J.G. sign them once they were given the funds (Exhibits 6 and 7).
24. Under cross-examination, B.S. indicated that the Tenants met J.G. outside of the residential complex on both December 20, 2025, and January 5, 2026, in order to complete the cash payments (Exhibits 6 and 7).
25. B.S. did not recall how they had contacted J.G. to ask them to meet the Tenants on December 20, 2025, and January 5, 2026, at the residential complex to facilitate the cash payments.
26. Under cross-examination, B.S. stated that they sought to complete the remaining payments in cash, as they had reached their limit with respect to e-transfers.
27. Under cross-examination, B.S. indicated that they were under the impression that the Landlords had prevented them from contacting them further by blocking the Tenants' emails and blocking them on *WhatsApp* on or around January 6, 2026, or January 7, 2026.
28. Under cross-examination, B.S. agreed that the Tenants moved into the rental unit during the month of February 2025, and that prior to December 20, 2025, they had not experienced any issues completing payments by e-transfer.
29. B.S. did not recall who had taken the screenshots reflecting the aforementioned e-transfer payments (Exhibits 1 to 5) nor who had submitted to the Board the proofs of payments (Exhibits 1 to 7).
30. B.S. could not explain why the date format differed within the same screenshot ("Nov 27, 2025" at the top left, as opposed to "Nov 27 , 2025" at the bottom right) with respect to the e-transfer they claim to have sent to the Landlords on November 27, 2025 (Exhibit 1).

b) Landlords' Evidence

31. The Landlords agreed that they had received payments totalling \$4,600.00 from the Tenants between November 26, 2025, and December 16, 2025, as it appears from a copy of the deposit payment confirmations dated November 26, 2025, December 9, 2025, and December 16, 2025 (DOC-7318654, pages 15 to 18 of 19; Exhibit 8, *in bundle*).
32. The Landlords dispute receiving a payment in the amount of \$3,000.00 on November 27, 2025. They stated that they received such a payment on November 25, 2025, and therefore that this payment was taken into consideration when the Board determined that the Tenants owed the Landlords the amount of \$6,400.00 for arrears of rent up to November 30, 2025², as it appears from a copy of the deposit payment confirmation dated November 25, 2025 (DOC-7318654, page 14 of 19; Exhibit 9).
33. J.G indicated that they never met the Tenants on December 20, 2025, and January 5, 2026.
34. J.G stated that they never met B.S in person, and only ever met the Tenant Rajsri Modhvia at the beginning of the tenancy in order to provide them with a copy of the keys to the rental unit.
35. J.G disputed ever receiving cash payments from the Tenants. They never signed any receipts provided by the Tenants and have since file a police report based on what they consider to be a fraudulent use of a fake signature by the Tenants.
36. J.G indicated that the Landlord Jagdeep Guron does not deal with matters related to the tenancy. No cash payment would have been made to them either.
37. The Tenants did not seek to cross-examine J.G.

c) Analysis

38. While B.S disputed being served with the Landlords' documentary evidence (Exhibits 8 and 9), I accepted the Landlords oral evidence that the materials were served to the rental unit. While the Tenants may have been abroad - according to their own testimony - they ought to have taken diligent steps in dealing with ongoing Board proceedings and ensured that any materials served to the rental unit came to their attention.³ I therefore admitted Exhibits 8 and 9 into evidence.
39. On the basis of the evidence and submissions before, I am not satisfied, on a balance of probabilities that the Tenants paid the Landlords the total amount of \$12,986.00 on or before January 31, 2026, in order to void the order LTB-L-078393-25, issued on December 16, 2025, in accordance with subsection 74(11) of the Act.

² Order LTB-L-078393-25, issued on December 16, 2025.

³ *Q Res IV Operating CP Inc. v. Berezovska* 2017 ONSC 5541.

40. Indeed, while I am satisfied that the Tenants did indeed pay the Landlords the total amount of \$4,600.00 following the hearing on November 25, 2025 (Exhibits 2, 3, 4, 5, and 8), I do not find that the Tenants completed the following payments:
- \$3,000.00 on November 27, 2025,
 - \$2,186.00 on December 20, 2025,
 - \$3,200.00 on January 5, 2026.
41. Although B.S claimed that the e-transfer confirmation dated November 27, 2025, and showing the payment of \$3,000.00 was authentic and unaltered, they did not recall how the screenshot of the confirmation was taken, nor who had actually taken it (Exhibit 1). I did not find the assertion from B.S that the document was authentic to be credible, when they could not even recall the details surrounding how the document in question was put together.
42. Furthermore, upon review of the e-transfer confirmation dated November 27, 2025 (Exhibit 1), it appears as though the dates on the document were altered, as they are – inexplicably - reflected with a different format throughout the same document (“Nov 27,2025” at the top left, as opposed to “Nov 27 , 2025” at the bottom right). This discrepancy, along with the vagueness as to how this document was compiled by the Tenants lends no credibility to its authenticity.
43. Additionally, while B.S first claimed that the Tenants elected to pay the Landlords on December 20, 2025, and January 5, 2026, by cash, as the Landlords had blocked their various means of contact, they then contradicted themselves throughout the cross-examination, when they indicated that the Landlords only blocked them after a January 6, 2026, payment.
44. While B.S indicated that they had withdrawn the cash amounts from their bank accounts on or around the date that the payments would have been given to the Landlords, they were unable to produce any (authentic) bank statement confirming such a withdrawal.
45. If the purpose of paying by cash was to ensure that the Landlords would be paid despite having blocked the Tenants, the testimony is nonsensical as the Tenants would have had to contact the Landlords to have them meet the Tenants at a designated location to accept the cash payment in person.
46. Contrary to B.S, J.G was consistent throughout the course of their testimony. I therefore found them to be credible when they stated that they never accepted cash payments from the Tenants, and never signed the receipts dated December 20, 2025, and January 5, 2026 (Exhibits 6 and 7).
47. As the Landlords denied ever receiving the payments of \$3,000.00 on November 27, 2025, \$2,186.00 on December 20, 2025, and \$3,200.00 on January 5, 2026, the Tenants bear the evidentiary burden to positively prove that they have paid these amounts (or that someone paid these amounts of their behalf).⁴ Yet, the Tenants limited their testimony to vague, inconsistent, and contradictory claims and seem to have concocted documents for the sole

⁴ *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII); paragraph 27.

purpose of extending their tenancy under false pretences (Exhibits 1, 6, and 7). I therefore find that the Tenants failed to meet the burden of proof to establish their claim.

48. Accordingly, as I am not satisfied that the Tenants have paid the required amounts to void the order LTB-L-078393-25, issued on December 16, 2025, in accordance with subsection 74(11) of the Act, the Tenants' motion must be denied.

49. The stay of the order LTB-L-078393-25, issued on December 16, 2025, shall therefore be lifted immediately.

Court Enforcement Fees

50. I am satisfied on a balance of probabilities that the Landlords paid \$340.20 to the Court Enforcement Office (Sheriff) for the purpose of enforcing the eviction in accordance with the order LTB-L-078393-25, issued on December 16, 2025, as it appears from a copy of the receipt dated January 2, 2026, bearing the reference #00000003 (DOC-7780410, Exhibit 10).

51. At the time of the hearing, the Tenants had not reimbursed the Landlords the non-refundable amount of \$340.20 incurred by the Landlords for the purposes of enforcing the eviction.

52. The Tenants must therefore pay the Landlords the amount of \$340.20 on or before June 1, 2026.⁵

It is ordered that:

1. The motion to set aside the order LTB-L-078393-25, issued on December 16, 2025, is denied.
2. The order LTB-L-078393-25, issued on December 16, 2025, remains unchanged and in full force and effect.
3. The stay of the order LTB-L-078393-25, issued on December 16, 2025, is lifted immediately.
4. On or before June 1, 2026, the Tenants must pay the Landlords the amount of \$340.20, which represents the non-refundable enforcement costs the Landlords have incurred.

May 21, 2026
Date Issued

Alexandre Traboulsi
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.

⁵ Subsection 74(18) of the *Residential Tenancies Act, 2006*.

Notes:

- The Tenants cannot make another motion under subsection 74(11) of the *Residential Tenancies Act, 2006*, to set aside an eviction order during the period of the Tenants' tenancy agreement with the Landlords.