



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

File Number: LTB-L-016956-26

In the matter of: Lower, 65 Ontario Rd.
Welland, ON L3B5C2

Between: Navjeet Moondi Landlord

And

Elea David Tenant
Cheyenne Nunemaker

Navjeet Moondi (the 'Landlord') applied for an order to terminate the tenancy and evict Elea David and Cheyenne Nunemaker (collectively the 'Tenant') because the Tenant did not pay the rent owed.

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

The Landlord's Legal Representative, Judith Callender, and both named Tenants attended the hearing.

Parties sought resolution through mediation but were unsuccessful.

Determinations:

1. The Landlord 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 \$1,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 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 \$9,900.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,650.00 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 \$18.51 is owing to the Tenant for the period from October 23, 2025, to May 5, 2026.
10. The Tenant attempted to raise section 82 maintenance issues relating to hot water. However, the Tenant did not provide notice of his intent to raise this issue and supporting evidence at least 7 days before the hearing as required by LTB Rule of Procedure 19.4. The Landlord's Legal Representative submitted that any concerns regarding hot water had been resolved through the replacement of the hot water tank.
11. As the Tenant failed to properly disclose any maintenance issues or supporting evidence in accordance with the Board's rules, I did not consider any section 82 issues.

Relief from Eviction

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the "Act"), including the Landlord's efforts to negotiate a repayment agreement with the Tenant. I have also considered that the Tenant has not paid any rent since the initial payment of first month's rent and the rent deposit. In the circumstances, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenant testified that he had been employed as a taxi driver but lost his employment without warning. He stated that he is currently employed; however, he could not provide any bank statements or other evidence to substantiate his current monthly income.
14. At the hearing, the Tenant did not propose any repayment plan or provide evidence of his monthly income or expenses. The Tenant repeatedly stated that he had rights as a Canadian citizen; however, he was unwilling to meaningfully participate in the hearing process.

15. The Landlord's Representative submitted that the Tenant fell into rental arrears beginning in December 2025, only one month after the tenancy commenced. The Landlord made numerous attempts to discuss payment arrangements with the Tenant. In addition, at the previous hearing on April 9, 2026, the Landlord's Representative engaged in extensive discussions with the Tenant regarding possible repayment options. However, because the N4 notice was found to be invalid, the parties were unable to reach an agreement, and the Landlord withdrew that application.
16. Given the short duration of the tenancy and the fact that no rent payments had been made since the Tenant moved into the rental unit, the Landlord was not prepared to accept a repayment plan extending beyond 12 months. As the Tenant did not provide any further repayment proposal, the Landlord's Representative requested a standard eviction order.
17. I discussed with the parties the issuance of a standard eviction order with a termination date of May 9, 2026. Considering the date this order is being issued, a standard eviction order with a termination date of June 7, 2026, has been issued.

It is ordered that:

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:**
 - \$10,086.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,736.00 if the payment is made on or before June 8, 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 June 8, 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 June 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,038.74. 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 \$54.25 per day for the use of the unit starting May 6, 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 June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 8, 2026, then starting June 9, 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 June 9, 2026.

May 28, 2026

Date Issued

Ken Audziss

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 expires on December 9, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 31, 2026

Rent Owing to May 31, 2026	\$9,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 8, 2026

Rent Owing to June 30, 2026	\$11,550.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,736.00

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

Rent Owing to Hearing Date, May 5, 2026	\$8,521.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$18.51
Total amount owing to the Landlord	\$7,038.74
Plus, daily compensation owing for each day of occupation starting May 6, 2026	\$54.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	