



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

File Number: LTB-L-020807-26

In the matter of: 98 KEPPEL STREET
BRAMPTON ON L7A 0B6

Between: Surinder Kholi
Jaskaran Kholi
Hasmeet Kholi Landlords

and

Lukasz Krol
Teresa Krol Tenants

Surinder Kholi, Jaskaran Kholi and Hasmeet Kholi (the 'Landlords') applied for an order to terminate the tenancy and evict Lukasz Krol and Teresa Krol (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 19, 2026.

The Landlords and their representative, Samila Waslat, and the Tenants attended the hearing.

Lukasz Krol testified on behalf of the Tenants.

Determinations:

Adjournment request

1. Mr. Krol requested an adjournment because he retained counsel two weeks ago; however, the counsel could not attend because he is on vacation.
2. The Landlord's representative objected to the adjournment. The Landlord is obligated to pay the mortgage and property tax. The representative stated that the Tenants have paid no rent to the Landlord since the application has been filed and the rental arrears have accumulated to \$18,000.00.
3. The N4 notice was served on February 13, 2026 and the application was filed on March 6, 2026. The notice of hearing came to the attention of the Tenant on or about April 14, 2026. I asked the Tenant whether he agrees with the rental arrears of \$18,000.00 and he confirmed that he did. The Tenants were present and able to participate at the hearing. In addition, they understood the issues raised in the application.

4. A party's right to legal representation is not absolute and parties are expected to act diligently to obtain legal advice. In this case, the Tenants did not make reasonable efforts to retain counsel available on the hearing date. Therefore, based on the evidence before me and the relevant factors set out in Rule 21.8 of the Landlord and Tenant Board Rules of Procedure, I denied the Tenants' adjournment request and proceeded to hear the merits of the application.

L1 Application

5. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$3,600.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: \$3,600.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. It is undisputed that the rent arrears owing to May 31, 2026, are \$18,000.00.
11. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
12. The Landlords collected a rent deposit of \$3,600.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$125.21 is owing to the Tenants for the period from December 1, 2024, to May 19, 2026.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.
15. The parties were unsuccessful resolving the issue of rent arrears through a payment plan.
16. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenant to pay off all outstanding amounts and void the order.
17. Mr. Krol testified regarding their income and expenses. He stated that he is actively looking for employment. The second named Tenant is also unemployed.
18. Based on the evidence before me, I find that the tenancy is not viable. the Tenants are unable to afford the current rent given their disclosed income, and the arrears have

accumulated to \$18,000.00. In addition, the Tenants have not made any payments since the application was filed.

19. The Tenants requested 1 month delay. I have considered the Tenants' request, and I have also considered the Landlord's objection to the proposed delay. While the Landlord's representative submitted that further delay or payment plan would cause prejudice, no documentary evidence was provided in support of that position. Therefore, I am satisfied that a postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

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 Board in trust:**
 - \$18,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$21,786.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the Board 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,109.63. 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 \$118.36 per day for the use of the unit starting May 20, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

May 28, 2026
Date Issued

Adeela Alvez
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 January 1, 2027 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 31, 2026

Rent Owing To May 31, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,786.00

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

Rent Owing To Hearing Date	\$16,648.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,600.00
Less the amount of the interest on the last month's rent deposit	- \$125.21
Total amount owing to the Landlord	\$13,109.63
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$118.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	