



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-020059-26

In the matter of: 2257 EMBLETON RD.
BRAMPTON ON L6Y 0G2

Between: Mohammed Ilyas Landlord

and

Robin Dahiya
Devan Tejpal
Armaanpreet Singh
Ashwinder Kaur Tenants

Mohammed Ilyas (the 'Landlord') applied for an order to terminate the tenancy and evict Robin Dahiya, Devan Tejpal, Armaanpreet Singh and Ashwinder Kaur (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 Landlord, and the Tenants, Robin Dahiya and Armaanpreet Singh, attended the hearing on behalf of the Tenants.

Determinations:

1. It was undisputed that the Landlord served all the Tenants with the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on February 18, 2026, which is at least 14 days before the termination date noted on the N4 notice. I find that the N4 Notice was valid.
2. 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. It is undisputed that the rent arrears owing to May 31, 2026, are \$13,000.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. 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. The Landlord testified that the Tenants have not paid the rent since they moved into the property. He also indicated that they did not pay the last month's rent deposit.
12. Robin Dahiya was unable to provide a clear calculation regarding their household income and monthly expenses, or their ability to repay the rental arrears within a reasonable period of time. Armaanpreet Singh interjected that their income is \$9,000.00 to \$10,000.00 a month. I inquired as to why the Tenants have not made any payments towards the arrears since the application has been filed. Armaanpreet Singh stated that they obtained their employment two weeks ago. He also indicated that they are self employed. The Tenants did not file any documentary evidence in support of their financial position. The Tenants indicated that they are able to pay \$1,500.00 towards the rent arrears while paying their regular rent.
13. Based on the evidence before me and on a balance of probabilities, I find that the tenancy is not viable. The Tenants are unable to afford the rent. The Tenants have not made any payments since the application was filed, and the rental arrears have accumulated to \$13,000.00. I accept the Landlord's submission that further delay would cause financial prejudice to him. The Landlord's evidence was not challenged by the Tenants. Therefore, I am satisfied on a balance of probabilities that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$13,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,186.00 if the payment is made on or before June 9, 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 9, 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 9, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,059.97. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$98.63 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 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 10, 2026.

May 29, 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 December 10, 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.

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	\$13,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2026

Rent Owing To June 30, 2026	\$16,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,186.00

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

Rent Owing To Hearing Date	\$11,873.97
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,059.97
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	