



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

File Number: LTB-L-020124-26

In the matter of: B10, 155 HIGHLAND CRES
KITCHENER ON N2M0A1

Between: Gurpreet Singh Dhaliwal Landlords
Poonam Khubbar

And

Anne Correia Tenant

Gurpreet Singh Dhaliwal and Poonam Khubbar (the 'Landlords') applied for an order to terminate the tenancy and evict Anne Correia (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 14, 2026.

The Landlords, the Landlord's representative, Sathiyapriya Kalaimathian and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. At the outset of the hearing, the Tenant requested that the matter be adjourned so that she could obtain legal advice and a legal representation and to gather additional documentation to raise section 82 issues of the *Residential Tenancies Act, 2006* (the "Act"). I asked the Tenant what steps she had taken to obtain legal advice since receiving Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant stated that she did not receive the Notice of Hearing on the night before as she believes there is issue with the mailing at the rental unit.
2. The Board's records indicate that the Notice of Hearing was sent to the Tenant on April 10, 2026. There is no indication in the Board's records that the Notice of Hearing was returned as undeliverable or that there was a service issue. Other than the Tenant's assertion that there may have been a mailing issue at the rental unit. The Tenant also acknowledged that she received the N4 Notice but did not seek legal advice at that time because she was attempting to address the arrears.

3. The Tenant's request to adjourn the matter was denied. I find that the Tenant had sufficient notice of the proceeding and sufficient time to seek legal advice, obtain representation, and prepare for the hearing. I am also not satisfied that the Tenant took meaningful steps to obtain legal advice or representation before the hearing. I found that an adjournment was not appropriate in the circumstances and proceeded to hear the application on its merits.

L1 Application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: $\$2,450.00 \times 12$, divided by 365 days.
8. The Tenant has paid \$4,900.00 to the Landlord since the application was filed.
9. The rent arrears owing to May 31, 2026 are \$2,450.00. The Tenant does not dispute the arrears.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,450.00 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.
12. Interest on the rent deposit, in the amount of \$19.31 is owing to the Tenant for the period from December 29, 2025 to May 14, 2026.

Relief from Eviction

13. The Tenant testified that there were issues with the condition of the rental unit when she initially took possession, which she says affected her ability to live in the unit. The Tenant confirmed that she received possession of the rental unit on December 29, 2025, and advised that she intends to file her own application to address those issues. The Tenant also testified that she is now able to pay the ongoing monthly rent, plus \$329.50 per month toward the arrears. The Tenant provided evidence regarding her income and expenses in support of her proposed payment plan.
14. The Landlord's Representative provided that the Landlord was seeking a standard voidable eviction order.
15. However, the Act, like all legislation in the Province of Ontario, is remedial. In

Matthews v. Algoma Timberlakes Corp., 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) (“*Matthews*”), the Court of Appeal for Ontario ruled, at paragraph 22: “Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives.” At paragraph 32, the Court of Appeal concluded: “The purpose of the legislation is to provide protection to tenants.”

16. The Court of Appeal for Ontario’s reasons in *Matthews* is consistent with earlier decisions by the Court, and by the Divisional Court, that the purpose of Act is to promote security of tenure.
17. I therefore find that terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.
18. Here, the Tenant provided evidence of her willingness and ability to pay both the ongoing rent and the arrears. I therefore find that it is not unfair to issue a conditional order that reflects the payment plan the Tenant proposed at the hearing.
19. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay the Landlord \$2636.00, which represents the arrears of rent and costs outstanding for the period ending May 31, 2026.
2. The Landlord’s application for eviction of the Tenants is denied on the condition that:

The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
Due on or before the 15 th day of each month beginning June 15, 2026, up to and including January 15, 2027.	\$329.50 (each month)

3. For the period of June 2026 to January 2027, or until the arears are paid in full, whichever date is earliest, the Tenant shall pay the Landlord the monthly rent in full and by the **first day** of each corresponding month.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing. Also, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy

and evicting the Tenant and requiring that the Tenant pay the amount due and owing under this order and any new arrears, NSF fees and related charges that became owing after May 31, 2026. The order that results from this section 78 application is usually issued without a hearing.

May 28, 2026
Date Issued

Joshua Labbe
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.