



Order under Section 69 Residential Tenancies Act, 2006

Citation: MANN v MARIE, 2026 ONLTB 45135

Date: 2026-06-09

File Number: LTB-L-023542-26

In the matter of: 2B - Basement, 36 SLEDMAN ST
MISSISSAUGA ON L4T1K5

Between: KULDEEP KAUR MANN Landlords
GURMEET SINGH MANN

And

SHAWNA MARIE Tenants
TRAVIS IBRAHIM

KULDEEP KAUR MANN and GURMEET SINGH MANN (the 'Landlords') applied for an order to terminate the tenancy and evict SHAWNA MARIE and TRAVIS IBRAHIM ('TI') (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 4, 2026. The Landlords and the second-named Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenants have paid \$3,750.00 to the Landlords since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$1,850.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. TI disputes the monthly rent. He explained that in April 2024 his son moved into the rental unit. The parties agreed that the monthly rent, which had been \$1,250.00, would be increased to \$1,350.00. The monthly rent remained \$1,350.00 until December 2025. However, TI says his son moved out in December 2025, so he believes his rent should return to \$1,250.00, the amount he had been paying before his son moved in.

Was the rent increase lawful?

10. The parties agreed in 2024 to increase the rent because the TI's son moved in.
11. Section 134(1)(b) of the Act says: "require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord."
12. Section 3(1) of the Act says that the Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement to the contrary.
13. What section 134(1)(b) says is that the Landlords were not free to ask for additional rent because TI's son moved in. Section 3(1) then goes on to clarify that it does not matter whether the landlord and the tenant agreed to this arrangement. The extra \$100.00 month charge was unlawful, and the Landlords were not allowed to ask for this.

What is the lawful rent?

14. The evidence was that the Tenants paid \$1,350.00 each month in rent from April 2024 to December 2025.
15. Section 136(1) of the Act states: "Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application."
16. What this is explaining is that if an unlawful rent was charged for a year, this will become the new rent unless either the landlord or the tenant brought an application questioning this charge. The Landlords' application was filed in March 2026, for arrears which arose in March 2026. Therefore, no application was filed within one year in which the lawfulness of the rent charged was an issue in the application.
17. Since the Tenants paid \$1,350.00 for more than 12 months and no application was brought, I find that this is the lawful monthly rent.
18. 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 July 9, 2026, pursuant to subsection 83(1)(b) of the Act. The

Landlords were prepared to offer the Tenants a payment plan. However, TI was unwilling to agree to this because he does not believe he owes the Landlord any money. Therefore, the Landlords seek a termination date in 30 days.

19. TI states that he is not working and cannot afford the rent. He has been living in the rental unit for five years. He seeks 60 days' time to terminate the tenancy.
20. In my view, 30 days is an appropriate amount of time. TI admits he cannot pay the rent, and I find that allowing the tenancy to continue for longer than 30 days is prejudicial to the Landlords, who do not have a last months' rent deposit which could off-set further losses.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,036.00 if the payment is made on or before June 20, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,386.00 if the payment is made on or before July 9, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 9, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 9, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$863.52. 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 \$44.38 per day for the use of the unit starting June 5, 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 July 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 10, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 9, 2026, then starting July 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 July 10, 2026.

June 9, 2026
Date Issued

Jane Dean
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 21, 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 June 30, 2026

Rent Owing To June 30, 2026	\$5,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,750.00
Total the Tenant must pay to continue the tenancy	\$2,036.00

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

Rent Owing To July 31, 2026	\$6,950.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,750.00
Total the Tenant must pay to continue the tenancy	\$3,386.00

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

Rent Owing To Hearing Date	\$4,427.52
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,750.00
Total amount owing to the Landlord	\$863.52
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	