



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019288-26

In the matter of: BASEMENT, 6 CRAFTSMAN RD
CALEDON ON L7C3W3

Between: GURJOT GREWAL Landlord

And

SANGEETA KUMAR Tenant

GURJOT GREWAL (the 'Landlord') applied for an order to terminate the tenancy and evict SANGEETA KUMAR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord and the Landlord's Legal Representative Samila Waslat and the Tenant attended the hearing.

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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 \$10,500.00. At the hearing the Tenant disputed the quantum of arrears owing, she did not provide proof of any additional payments and explained that she pays the rent in cash. The Tenant acknowledged that she had not paid rent for the month of May 2026 but testified that she was otherwise up to date.

7. The Tenant confirmed that she had paid the first month rent and last month rent by E-Transfer but testified that she paid cash thereafter. The Tenant testified that she paid rent for February 2026, in cash to the Landlord.
8. The Landlord cannot prove a negative (that rent has not been paid) and while the Tenant asserts that she has made additional payments in cash, she did not provide any receipts, bank records, or ATM receipts that would support this assertion. Accordingly, as the Tenant has not demonstrated that additional payments have been made, I am satisfied that the rent arrears owing to May 31, 2026, are \$10,500.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,100.00 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.
11. Interest on the rent deposit, in the amount of \$19.81 is owing to the Tenant for the period from November 29, 2025 to May 11, 2026.
12. 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.
13. At the hearing the Landlord sought a standard order, and the Tenant sought a delay.
14. The Tenant testified that after the Landlord failed to clear ice from around the rental unit, and she fell and was injured. She testified that she stopped working last week and is trying to return to her old employer but is not sure when she will return to work. Though she hoped that she would be able to return within two weeks or by June 2026. The Tenant currently has no income.
15. The Tenant also testified that the Landlord had traumatised her children by entering the rental unit illegal, which traumatised her son who had previously lived through a robbery. She also testified that that heat was not working properly, and the floors and counters in the rental unit are cold to the touch in the rental unit. The Tenant did not provide any temperature readings or other evidence for my consideration. She confirmed there are two children in the rental unit, one of whom is a minor.
16. The Tenant did not seek mandatory refusal of eviction. Additionally, based on the Tenant's testimony I am not satisfied that they have demonstrated that the Landlord is in serious breach of their obligations which would justify mandatory refusal of eviction and note that the Tenant has provided no temperature readings from within the unit which would indicate a lack of heat, additional, even if I were to accept that floors are countertops are cold to the touch I am not satisfied that this constitutes a serious breach of the Landlord's obligations in and of itself. However, I have considered this, and the other issues raised by the Tenant when considering whether a delay is appropriate.
17. In consideration of the Tenant's personal circumstances, the issues she raised and the minor child in the rental I am satisfied that a brief delay to June 30, 2026 is appropriate. However, given that the Tenant has no income and her plan to return to work is

speculative I find the tenancy is not viable and any further delay would unduly prejudice the Landlord.

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:**
 - \$12,786.00 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 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 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 \$7,225.63. 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 \$69.04 per day for the use of the unit starting May 12, 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.

June 11, 2026
Date Issued

Reid Jackson
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 June 30, 2026

Rent Owing To June 30, 2026	\$12,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,786.00

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

Rent Owing To Hearing Date	\$9,159.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$19.81
Total amount owing to the Landlord	\$7,225.63
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	