



Order under Section 69 Residential Tenancies Act, 2006

Citation: Patel v Hickey, 2026 ONLTB 42136

Date: 2026-06-08

File Number: LTB-L-024162-26

In the matter of: 4962 HWY 2
ODESSA ON K0H2H0

Between: Sumit Patel Landlord

And

Brenden Hickey Tenants
Sarah Curtis

Sumit Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Brenden Hickey and Sarah Curtis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 25, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request

1. At the commencement of the hearing the Tenants sought an adjournment of the matter so this matter could be heard together with the Tenants' T6 application (LTB-T039571-26). The Landlord opposed the adjournment request.
2. The L1 and T6 applications address distinct issues: The L1 involves a claim against the Tenants for alleged rental arrears, while the T6 involves claims against the Landlord for failure to meet maintenance obligations. As there is no overlapping evidence or risk of inconsistent findings, the request to adjourn for the purpose of combining the application is denied.

L1 Application

3. The Landlord 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.

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
7. The Tenants has paid \$2,200.00 to the Landlord since the application was filed.
8. The Landlord alleges the arrears owing to May 31, 2026 are \$8,400.00.
9. The Tenants dispute the amount of arrears owing. The state that in 2023 the Landlord illegally increased the rent. However, the Tenants agreed that they had paid the increase for a period of at least 12 consecutive months pursuant to section 135.1(1) of the *Residential Tenancies Act, 2006* (the 'Act') and had not disputed the increase during that time, thus making the rent increase valid.
10. The Tenants further stated that they believe that the arrears owing are around \$6,600.00 as in viewing their banking history there are payments that were not accounted for by the Landlord. However, the Tenants indicated that their banking documents do not show who those payments were made to, and the Tenants could not recall with certainty that they were paid to the Landlord for rent and may have been payments to someone else for something completely unrelated.
11. Based on the evidence before me I am satisfied on a balance of probabilities that the rent arrears owing to May 31, 2026 are \$8,400.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,100.00 from the Tenants 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.
14. Interest on the rent deposit, in the amount of \$13.77 is owing to the Tenants for the period from February 1, 2026 to May 25, 2026.
15. 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 Landlord 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.
16. The Tenants testified that they have resided in the rental unit for the past 2 ½ years and are looking to maintain the tenancy for the time being. The Tenants proposed a repayment plan paying the Landlord \$1,500.00 bi-weekly which would include their monthly rent payment of \$2,200.00 with the excess going towards arrears.
17. The Tenants indicate that the Tenant Sarah Curtis had lost her job in February and recently started working again on May 3, 2026.

18. The Tenants believe that their combined monthly income is approximately \$6,100.00. They anticipated that their monthly expenses excluding rent were approximately \$4,000.00 as they have to refill a cistern for water and the rental unit uses oil and firewood for heating.
19. The Landlord is opposed to the Tenants' proposed payment plan and seeks a termination of the tenancy due to the arrears owing.
20. I do not find the Tenants' proposed payment plan to be viable in the circumstances for the following reasons. Rent is \$2,200.00 and it is due on the first day of each month. The Tenants' proposal to pay the Landlord \$1,500.00 bi-weekly would mean that monthly rent would be paid consistently late during the term of the payment plan. Additionally, the Tenants testified that their monthly income is \$6,100.00 and that rent and monthly expenses prior to any payments towards arrears are \$6,200.00, being \$4,000.00 for monthly expenses and \$2,200.00 for rent. This would leave a shortfall of \$100.00 prior to any payments towards arrears.
21. In the circumstances a standard order is appropriate having considered all of the disclosed circumstances, submissions and testimony of the parties.

It is ordered that:

1. The tenancy between the Landlord 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:**
 - \$10,786.00 if the payment is made on or before June 26, 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 June 26, 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 June 26, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,080.48. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 26, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 26, 2026, then starting June 27, 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 27, 2026.

June 15, 2026
Date Issued

Sean Ramage
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 27, 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 26, 2026

Rent Owing To June 30, 2026	\$12,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,200.00
Total the Tenant must pay to continue the tenancy	\$10,786.00

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

Rent Owing To Hearing Date	\$10,208.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,200.00
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	- \$13.77
Total amount owing to the Landlord	\$6,080.48
Plus daily compensation owing for each day of occupation starting May 26, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	