



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-025572-26

In the matter of: Basement Unit #1, 12777 INNIS LAKE RD
CALEDON EAST ON L7C2Z5

Between: Sukhchain Grewal Landlord

And

Christopher Nguyen (Chris Nguyen) Tenant

Sukhchain Grewal (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Nguyen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord, the Landlord's Representative Bryan Rubin and the Tenant attended the hearing.

Preliminary Issues:

1. The Tenant sought to raise issues under section 82 of *Residential Tenancies Act, 2006* (the "Act"), by filing with the Board and serving upon the Landlord an "Issues a Tenant Intends to Raise at a Rent Arrears Hearing" form.
2. The Landlord's Representative submitted that the form lacked dates and details, preventing the Landlord the ability to properly respond to the allegations.
3. Upon review of the Tenant's submissions, I find that particulars, such as dates and specific remedies are lacking. The purpose of providing these details is not only to inform a landlord of the section 82 issues, but to allow them to respond to the allegations. In my view, the section 82 issues here lacked the required specificity such as dates and times so the landlord could know the case made against him.
4. As such, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring his own application against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.
5. The Tenant further raised the issue of the identity of his unit. He alleged that a prior application by the Landlord was dismissed as his unit was not properly identified.
6. The Landlord's Representative submitted that the rooms in the basement has since been numbered, and the Tenant's unit was #1.

7. In questioning the Tenant, he confirmed that he was aware that the Landlord had since numbered his unit as #1, the unit number identified in this application.
8. Therefore, I find no issue with the identity of the Tenant's unit being unit #1.

Determinations:

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$1,000.00. It is due on the 15th day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to June 14, 2026, are \$13,000.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. The Landlord is seeking a standard order terminating the tenancy, with an eviction date 11 days from the date of this order.
18. The Landlord's Representative submitted that the Landlord is an elderly widow who relies on the rent and the Tenant's non-payment is causing financial hardship.
19. The Tenant submitted that he is seeking to preserve the tenancy and alleged that the arrears are the result of the Landlord refusing to accept the rent payments. He further submitted that due to a change in his circumstances he no longer had the money to pay the arrears and was requesting an extension of 90 days to pay.
20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
21. I find any further extension of time would cause the Landlord continued financial hardship and the Tenant did not provide any evidence on how he would be able to afford to pay the arrears and the new rent.

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:**
 - \$14,186.00 if the payment is made on or before June 26, 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 26, 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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,810.72. 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 \$32.88 per day for the use of the unit starting June 3, 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 26, 2026, the Tenant 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

Brenda Mercer
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 July 14, 2026	\$14,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,186.00

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

Rent Owing To Hearing Date	\$12,624.72
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,810.72
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$32.88 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	