



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: SINGH v DURANOVIC, 2026 ONLTB 48087

Date: 2026-06-24

File Number: LTB-L-019336-26-RV

In the matter of: UPPER LEVEL, 258 BARTLEY BULL PKY
BRAMPTON ON L6W2L3

Between: MANPREET SINGH Landlord
HARSHWINDER SINGH

And

SANJA DURANOVIC Tenant
ALDIN DURANOVIC

Review Order

MANPREET SINGH and HARSHWINDER SINGH (the 'Landlord') applied for an order to terminate the tenancy and evict SANJA DURANOVIC and ALDIN DURANOVIC (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The hearing was held on May 12, 2026. This application was resolved by order LTB-L-019336-26 issued on May 20, 2026.

On May 23, 2026, Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 25, 2026 interim order LTB-L-019336-26-RV-IN was issued, staying the order issued on May 20, 2026

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Samila Waslat, the first named Landlord, the Tenant's Legal Representative, Jasleen Narula, and the first named Tenant attended the hearing.

Determinations:

1. The Tenant requested a review of the Board's order on the ground that they were not reasonably able to participate in the hearing. The review of order LTB-019336-26 issued on May 20, 2026 is granted.
2. The Tenant testified she never received her notice of hearing from the Board because she shares one mailbox with 4-5 other tenants. The rental unit is a bungalow, the Tenant lives

upstairs and 4 to 5 other tenants lives in the basement. The Tenant says that she may have had some mail go missing in the past because there are so many people sharing one mailbox.

3. The Tenant also says that the email that was in the application is that of her husband and that he is currently locked out of his email. The Tenant says she received the order for eviction because she was outside at the time postal delivery came to her door and handed her the mail in person.
4. The Landlord claims that the Tenant is simply requesting the review to try to further delay the eviction.
5. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
6. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because the Tenant did not receive their notice of hearing based on the reasonable explanation that her mailbox is not secure and private to only the Tenant.
7. As a result of my decision, I cancelled order LTB-L-019336-26 issued on May 20, 2026 and proceeded to hear the Landlord's L1 application.

L1 Application 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 \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to June 30, 2026 are \$16,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,400.00 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.
9. Interest on the rent deposit, in the amount of \$87.48 is owing to the Tenant for the period from December 1, 2024 to June 17, 2026.

Relief from Eviction

10. The Landlord is requesting an immediate 11-day termination order. The Landlord is facing financial difficulties as the Landlord has had to borrow money and had to take money out from her credit cards to pay for the mortgage of the rental unit. This is the only rental home the Landlord has. The Landlord also says the Tenant is behind in paying the utilities. The rent arrears are substantial, and the Tenant has not paid any rent since November 2025.
11. The Tenant has been looking for another rental unit but has been unable to secure one. The Tenant advises she is prepared to vacate but would like eviction to be extended to July 31, 2026. The Tenant proposed to pay rent for June 2026 and rent for July 2026 plus an additional \$500.00, however she was unwilling to pay the June rent at the hearing. The Landlord refused the proposal the Tenant brought forth because she did not trust the Tenant to pay. I found the Tenant gave conflicting testimony throughout the hearing and was not credible. There was no credible reason why the Tenant was not paying the rent. The Tenant has one teenage daughter living at the rental unit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$16,986.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,386.00 if the payment is made on or before July 5, 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 July 5, 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 July 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,439.82. 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 \$78.90 per day for the use of the unit starting June 18, 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 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 6, 2026.

June 24, 2026
Date Issued

Paula West Oreskovich
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 6, 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	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$19,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,386.00

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

Rent Owing To Hearing Date	\$15,741.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$87.48
Total amount owing to the Landlord	\$13,439.82
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	