



Order under Section 69 Residential Tenancies Act, 2006

Citation: Khan v Singh, 2026 ONLTB 48116

Date: 2026-06-22

File Number: LTB-L-011742-25

In the matter of: 48 St. Patricks Drive ST PATRICK'S DR
Brantford ON N3T6K9

Between: Kaleemullah Khan Landlords
Iqra Patel

And

Samardeep Singh Tenants
Gurkeerat Singh
Parth Puri

Kaleemullah Khan and Iqra Patel (the 'Landlords') applied for an order to terminate the tenancy and evict Samardeep Singh, Gurkeerat Singh, and Parth Puri (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord Kaleemullah Khan, the Tenants Parth Puri, Gurkeerat Singh, and Samardeep Singh, and the Tenants' representative Hardik Singh Sawhney attended the hearing.

Determinations:

Respondents to the Application

1. While the Landlords listed other respondents on the application the parties agree that only Samardeep Singh, Gurkeerat Singh, and Parth Puri should remain and that the others should be removed. I note that even if the parties had not agreed to remove the other respondents, I would have. Only Samardeep Singh, Gurkeerat Singh, and Parth Puri are listed on the lease agreement (DOC-8139162). While other people may have lived in the rental unit, I have insufficient evidence before me to find that anyone else was a tenant.

Tenant Issues

2. While the Tenants filed evidence in the Tribunal's Ontario Portal, the Tenants did not file a written list of issues as required by section 82 of the *Residential Tenancies Act, 2006* and

the Board's Rules of procedure nor did the Tenants provide a satisfactory explanation for why they could not do so.

3. The Tenants' representative indicated that the list of issues could not be filed earlier because some of the Tenants were out of the country and their instructions were not provided until later.
4. This file was previously adjourned. The adjournment sheet from May 8, 2025 states the following:

"Tenants intend to raise s.82 issues. I informed their legal representative to ensure they have submitted, in accordance with the Rules, and prepared all information to be relied upon by the next hearing date".

5. The Tenants had more than a year since the last appearance to file their list of issues. I find that amount of time to be more than sufficient even if some of the Tenants were out of the country. The Tenants' request for an adjournment to perfect their tenant issues was denied for the same reason.

When did the Tenants vacate?

6. The parties dispute when the Tenants vacated. The Tenants submits that they vacated on February 1, 2025, the Landlord submits that the Tenants did not vacate until February 18, 2025. For the following reasons I find that the Tenants vacated the rental unit on February 1, 2025.
7. Both parties provided testimony that contradicted each other regarding when the Tenants vacated.
8. The Tenants testified that they never received keys for the rental unit and therefore could not return the keys when they vacated. The Tenants testified that the rental unit was left unlocked throughout the relatively short tenancy. The Landlord testified that they have a real estate company who takes care of the property and that the Tenants were given keys.
9. The Tenants testified that the Tenants were in the process of moving out on February 1, 2025, had removed about 60-70% of their belongings, but then they were interrupted by the Landlords. The Landlord testified that her husband visited the property on February 1, 2025, the Landlord had no idea the Tenants were vacating, and there was no U-Haul at the property.
10. The Tenants testified that they had no access to their rental unit after February 1, 2025. The Landlord testified that the Tenants were not locked out between February 1-18, 2025.
11. The Landlord testified that the Tenants still had belongings in the rental unit after February 1, 2025. The Landlord testified that the basement tenant sent them a photograph of the Tenants' cars parked outside the rental unit. The Landlord testified that the Tenants picked up their belongings on February 14, 2025. The Tenant testified that they went back to the property a week later, were let in by the basement tenants, retrieved some of their belongings, but that some they never got back.

12. The Landlord ultimately has the burden of proof and I'm not satisfied on a balance of probabilities that their version of events is the accurate one. There are also two additional reasons I accept the Tenants' testimony about when they vacated and not the Landlords'.
13. The Landlords' provided inconsistent evidence about when the Tenants vacated. The Landlord's update sheet says the Tenants vacated February 20, 2026. The Landlord also confirmed that date at the hearing. However, later the Landlord said that date was wrong and that the locks were changed to the property on February 18, 2026. In contrast the Tenants provided consistent testimony that they vacated February 1, 2025.
14. Both parties filed evidence with less notice than the required 7 days per rule 19.1 of the Board's Rules of Procedure. The late evidence was not allowed. The only evidence that was admitted was filed by the Tenant on June 4, 2026 (DOC-8125550). In that submission the Tenant included a U-Haul agreement with a date of January 31. I find that to be compelling evidence that the Tenant's vacated the following day on February 1, 2025.

Tenants Not in Possession of the Rental Unit When Application Was Filed

15. The Tenants vacated the rental unit on February 1, 2025. That means that they were not in possession of the rental unit when the application was filed on February 9, 2025. However the Board has jurisdiction to award arrears of rent no later than one year after a tenant ceases to be in possession of the rental unit pursuant to section 87(1.1)(b) of the Act. All the parties attended the hearing, were ready to proceed, and I did not find that the Tenants were prejudiced by allowing the application to proceed.

Validity of the Notice of Termination

16. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants submit that the N4 notice was invalid. The validity of a notice of termination is only relevant to an eviction application. As the Tenants already vacated and this is now just an application for arrears, the validity of the notice of termination is not relevant.

Outstanding Arrears

17. The Tenant vacated the rental unit on February 1, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit.
18. The lawful rent is \$2,350.00. It was due on the 1st day of each month.
19. The parties agree that the Tenants paid nothing between December 2024 to February 1, 2025. As such the arrears to February 1, 2025, are \$4,777.26 (two months and one day of rent).
20. The parties also agree that the Landlord collected a rent deposit in the amount of \$2,350.00. The Landlord testified that it was collected October 4, 2024 and interest was never paid on it.
21. The Landlord previously indicated that the rent deposit would be applied to December 2023. Section 105(10) of the Act establishes that a rent deposit can only be applied to the

last month of a tenancy. However, whether the rent deposit is applied to December 2024 or January 2025 does not change the amount of outstanding arrears. It only slightly changes the amount of interest owing on the deposit. As such interest will be calculated to February 1, 2025. Interest on the rent deposit is owing in the amount of \$19.48 from October 4, 2024 to February 1, 2025.

22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of February 1, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$2,593.78. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before July 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.

June 22, 2026
Date Issued

Amanda Kovats
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing to Move Out Date	\$4,777.26
Application Filing Fee	\$186.00
Rent Deposit	- \$2,350.00
Interest on the Rent deposit	- \$19.48
Total amount owing to the Landlords	\$2,593.78