



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

**File Number:** LTB-L-015260-26-RV

**In the matter of:** 1405, 60 ABSOLUTE AVE  
MISSISSAUGA ON L4Z0A9

**Between:** Navdeep Bhullar Landlord

**And**

Manpreet Dhillon Tenant  
Mukanda Gaetan Tshiamal

### **Review Order**

Navdeep Bhullar (the 'Landlord') applied for an order to terminate the tenancy and evict Manpreet Dhillon and Mukanda Gaetan Tshiamal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-015260-26 issued on May 1, 2026.

On May 22, 2026, the 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-015260-26-RV-IN was issued, staying the order issued on May 1, 2026

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

The Landlord's Legal Representative, Wajeeha Faiz, and the second named Tenant attended the hearing.

### **Determinations:**

1. The Tenant requested a review of the Board's order on the ground that he was not reasonably able to participate in the hearing held on April 23, 2026. For the following reasons, the review of order LTB- L-015260-26 issued on May 1, 2026 is granted.
2. The Tenant says that he did attend the hearing however he was having technical issues. The Tenant testified that he realized the error he was making, in that he was not entering capital letters when he was supposed to in order to log in properly. When he realized his error, he was able to connect to the hearing however by that time, the his matter had already been heard. The Tenant says he contacted the LTB support line and also

messed the Landlord saying he was having technical difficulties getting into the hearing room.

3. The Landlord's Legal Representative submits that the Tenant was not having technical issues, and that the Tenant is simply trying to delay his eviction to further remain in the rental unit and continue to not pay the rent. The Landlord's Legal Representative says that the Tenant did not message the Landlord until 10:00 a.m., and that the number the Tenant called was not the LTB technical support line, it was the Human Rights Tribunal. The Tenant says that he mistakenly called the Human Rights Tribunal first, but later in the day the evidence shows he did call the LTB support line.
4. 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".
5. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because the Tenant was having technical issues logging into the hearing room.
6. As a result of my decision, I cancelled order LTB- L-015260-26 issued on May 1, 2026 and proceeded to hear the Landlord's L1 application *de novo* (anew).

#### **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 \$3,000.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 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 July 4, 2026 are \$24,000.00.
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 \$3,500.00 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 \$320.70 is owing to the Tenant for the period from September 2, 2022, to June 17, 2026.

#### ***Relief from Eviction***

10. The Landlord is requesting an 11-day termination order. The Landlord is having serious financial difficulty as the Landlord has had to take out loans to pay for the mortgage of the rental unit. The arrears are substantial, and this is the only rental unit the Landlord has.
11. The Tenant says that he has lived in the rental unit alone for three years and only stopped paying his rent as he lost his job due to his work permit expiring. He currently does not make enough money to make the monthly rent payment. This tenancy is not viable. The Tenant requested 60 days to vacate the rental unit, however, the longer I extend termination the longer the Landlord will not receive any rent money and would be too prejudicial on the Landlord.
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 request to review order LTB-L-015260-26 issued on May 1, 2026 is granted. The order is cancelled and replaced with the following order:
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$24,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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.
5. **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.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,647.49. 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.
7. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting June 18, 2026 until the date the Tenant moves out of the unit.
8. 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.

9. 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.
10. 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 19, 2026**  
**Date Issued**

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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 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 July 4, 2026                               | \$24,000.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$24,186.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$22,282.19          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$3,500.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$320.70           |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$18,647.49</b>   |
| Plus daily compensation owing for each day of occupation starting June 18, 2026                                     | \$98.63<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |