



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-043371-26

In the matter of: 1418, 30 SHORE BREEZE DR
ETOBICOKE ON M8V0J1

Between: Balbir Bharwalia Landlord

And

Leeanne Stevens Tenant

Balbir Bharwalia (the 'Landlord') applied for an order to terminate the tenancy and evict Leeanne Stevens (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 18, 2026.

Only the Landlord's Representative, Yuvraj Bhullar, attended the hearing.

As of 1:48 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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 \$4,500.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,125.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$44,923.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each month. The rent has been paid late 12 times in the 12 months prior to the application.
10. The Tenant has failed to pay rent in full and on time since the application was filed.

Relief from Eviction

1. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
2. The Landlord's Representative states that their client has tried to discuss payment arrangements to preserve their tenancy, however, the TT has been unresponsive to any of the Landlord's communications. The Tenant has made payments to the Landlord since the application was filed, however they remain to be in arrears, and the arrears are significant.
3. As the matter was uncontested, I could not hear the personal circumstances of the Tenant which led to them being in arrears, why they are not able to pay their rent on time, whether they would be able to abide by a payment plan or if they would require more time to vacate. The Landlord's Representative was not aware of any circumstances that would cause me to exercise my discretion under s. 83 of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 10, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$43,272.10. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting June 19, 2026, to the date the Tenant moves out of the unit.

5. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 10, 2026, then starting July 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 11, 2026.

June 29, 2026
Date Issued

Chris Hall
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 of the Tenant expires on January 11, 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 as the tenancy is terminated

Rent Owing To June 18, 2026	\$44,211.10
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$1,125.00
Total amount owing to the Landlord	\$43,272.10
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$147.95 (per day)