



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mandeir v Jaswal, 2026 ONLTB 49241

Date: 2026-06-25

File Number: LTB-L-029627-26

In the matter of: 7848 Castlederg Side Rd
Caledon ON L5R1R6

Between: Gurpreet singh Mandeir Landlord

And

Deepika Jaswal Tenant

Gurpreet singh Mandeir (the 'Landlord') applied for an order to terminate the tenancy and evict Deepika Jaswal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 15, 2026.

The Landlord's agent, I. Singh Mandeir, and the Tenant attended the hearing.

Preliminary Issues:

Tenant's section 82 issues

1. The Tenant sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant acknowledged that she did not provide the Landlord with a written description of the issues she intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. The Tenant also provided no evidence that she was unable to comply with the disclosure requirements and as a result, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity to bring her own application(s) against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.

Validity of N4 Notice

2. The Tenant submitted that the N4 Notice of Termination is invalid because the copy served on the Tenant did not include the Landlord's representative's contact information, whereas the copy filed with the Board did. The Tenant acknowledged that, apart from the omission of the representative's contact information, the notices were otherwise identical. The Tenant also testified that the omission did not cause confusion or prejudice. The

Landlord's agent submitted that he believed representative information could be added at anytime and was unaware that it was required to appear on the copy served on the Tenant.

3. Section 212 of the Act provides that substantial compliance with the requirements respecting the contents of forms, notices or documents is sufficient. An error in the contents of a form, notice, or document does not invalidate the document provided that the error does not significantly prejudice a party's ability to participate in a proceeding.
4. Based on the submissions made before me, I find that the omission of the Landlord's representative's contact information from the Tenant's copy of the N4 Notice constitutes a minor defect. Section 212 of the Act is intended to permit substantial compliance with the statutory requirements where a defect does not result in significant prejudice to a party.
5. I am satisfied that the omission did not prejudice the Tenant's ability to understand or respond to the N4 Notice. The Tenant acknowledged that she suffered no prejudice as a result of the omission. Accordingly, I find that the N4 Notice substantially complies with the requirements of the Act and is valid.

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 1st 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 paid \$6,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$12,000.00.
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 \$3,000.00 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 \$56.44 is owing to the Tenant for the period from July 24, 2025 to June 15, 2026.
10. The Tenant does not dispute the arrears owing.
11. The Tenant requests approximately three to six months to vacate the unit. The Tenant has resided in the unit for approximately three years. The Tenant testified that she wishes to

vacate the unit, but her health issues have limited her ability to do so. The Tenant submitted a medical note indicating that she suffers from multiple chronic health issues, including back and knee pain, as well as mental health concerns. The Tenant testified that she is on a social housing waitlist, although she is unaware of how long the wait may be. The Tenant also testified that she has a dog with separation anxiety and other issues, which has made it increasingly difficult to secure pet-friendly accommodations. The Tenant testified that she has attempted to rehome the dog but has been unsuccessful.

12. The Tenant testified that she was recently able to make a payment of \$6,000.00 to the Landlord using funds received from her tax return and disability tax credit. The Tenant is on Ontario Works and her only source of income totals \$1,198.00.
13. The Tenant testified that she anticipates receiving a further \$6,000.00 start-up grant for her business if she resumes operating it. However, the Tenant was unable to provide a realistic timeline for resuming her business and testified that her ability to do so depends on her ongoing health issues. The Tenant acknowledged that she does not have enough funds to pay the July 2026 rent and asserted that, if evicted, she will become homeless as she has no friends or family with whom she can reside. The Tenant testified that she intends to repay the arrears but requires additional time to vacate the rental unit.
14. The Landlord's agent submits that a delay of three to six months is excessive and noted that the Tenant has not made rent payments for a significant period of time. The Landlord's agent submits that the Tenant's non-payment of rent is affecting the Landlord's financial obligations. However, the Landlord's agent is not opposed to postponing the eviction for 30 days.
15. Based on the submissions made before me, 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 not be unfair to postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. Eviction is a remedy of last resort. However, the Tenant's evidence establishes that the tenancy is no longer financially viable. The Tenant's monthly income is \$1,198.00, leaving a monthly shortfall of approximately \$1,802.00 before accounting for her other monthly expenses. In consideration of the Tenant's health issues and housing circumstances, I find that postponing eviction until July 31, 2026, is reasonable in the circumstances.

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:**
 - \$12,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,186.00 if the payment is made on or before July 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,609.01. 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 \$98.63 per day for the use of the unit starting June 16, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

June 25, 2026
Date Issued

Mayra Sawicki
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 February 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 June 30, 2026	\$18,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$21,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$16,479.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,000.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$56.44
Total amount owing to the Landlord	\$7,609.01
Plus daily compensation owing for each day of occupation starting June 16, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	