



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-030461-26

In the matter of: 46 HAWKRIDGE TRAIL
BRAMPTON ON L6P 2T6

Between: Rajwant Singh Bajwa Landlord

and

Anand Verma Tenants
Ruby Verma

Rajwant Singh Bajwa (the 'Landlord') applied for an order to terminate the tenancy and evict Anand Verma and Ruby Verma (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent (L2 Application).

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

Only, the Landlord and Landlord's representative, Jahne Baboulas, attended the hearing.

As of 9:33 a.m., the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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- Rent Arrears

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$8,200.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$269.59. This amount is calculated as follows: \$8,200.00 x 12, divided by 365 days.
5. The Tenants has paid \$8,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$24,600.00.
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 \$8,000.00 from the Tenants 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 \$338.08 is owing to the Tenants for the period from August 23, 2024 to June 18, 2026.

L2 Application – Persistent Late Payment of Rent

10. The parties have a month-to-month tenancy. The rent is due on the 1st day of each month.
11. I find that the Landlords served the Tenants with a valid Notice to End Tenancy at the End of the Term (N8 Notice) on March 16, 2026, with a termination date of May 31, 2026.
12. During the hearing, the Landlords' representative referred to the N8 notice which provides a detailed breakdown of the payments made by the Tenant.
13. The evidence establishes that the Tenants paid rent late for the months of November 2024, January 2025, August 2025, September to December 2025 and January 2026 to February 2026. There are 9 late payments set out on the notice. Therefore, based on the uncontested evidence of the Landlord, I find on a balance of probabilities, that the Tenants have persistently failed to pay rent on the date it was due.
14. The Landlords' representative stated that since service of the N8 notice, the Tenant has not paid the rent the Tenants were required to pay.

Relief from Eviction

15. With respect to the L2 Application, 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
16. The Landlords' representative requested a standard order for the L1 Application and a pay on time order in the event that the Tenant voids the L1 application.
17. The parties were unsuccessful in resolving the issue of rent arrears through a payment plan. The Landlord was not aware of any reason to delay or deny eviction.
18. As the Tenants did not attend, no other circumstances were presented to me.

It is ordered that:

Landlord's L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**
 - a. \$24,786.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- b. \$32,986.00 if the payment is made on or before July 3, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after July 3, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 3, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$13,100.54. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$269.59 per day for the use of the unit starting June 19, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does 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.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 4, 2026.

Landlord's L2 Application

9. If the Tenants voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms:
 - a. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period **August 1, 2026 to July 31, 2027.**

10. If the Tenants fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.

June 24, 2026
Date Issued

Adeela Alvez
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 4, 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 Tenants 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	\$32,800.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,200.00
Total the Tenants must pay to continue the tenancy	\$24,786.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026

Rent Owing To July 31, 2026	\$41,000.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,200.00
Total the Tenants must pay to continue the tenancy	\$32,986.00

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

Rent Owing To Hearing Date	\$29,452.62
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,200.00
Less the amount of the last month's rent deposit	- \$8,000.00
Less the amount of the interest on the last month's rent deposit	- \$338.08
Total amount owing to the Landlord	\$13,100.54
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$269.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	