



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

**Citation:** Gabi v Singh, 2023 ONLTB 28176

**Date:** 2023-04-05

**File Number:** LTB-L-049290-22

**In the matter of:** Second Side, 13680 DIXIE RD  
CALEDON ON L7C2M4

**Between:** Kanwaljit Singh Gabi Landlords  
Sukhdeep Singh

**And**

Gurbaj Singh Tenants  
Jagdeep Singh  
Karan Preet Singh  
Komalpreet Singh  
Maninderjit Singh  
Navjot Singh  
Aatish Singh

Kanwaljit Singh Gabi and Sukhdeep Singh (the 'Landlords') applied for an order to terminate the tenancy and evict Gurbaj Singh, Jagdeep Singh, Karan Preet Singh, Komalpreet Singh, Maninderjit Singh, Navjot Singh, and Aatish Singh (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 16, 2023. One Landlord, Kanwaljit Singh Gabi, and the Landlords' representative, Manjit Garcha, attended the hearing. One Tenant, Komalpreet Singh, also attended the hearing.

**Determinations:**

1. The Landlords served the Tenants with a valid Notice to End the Tenancy Early for Nonpayment 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. The Tenants were in possession of the rental unit on the date the application was filed.

3. The Tenants vacated the rental unit on November 22, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent effective November 1, 2022 was \$3,997.40. It was due on the 1st day of each month. The monthly rent prior to November 1, 2022 was \$3,950.00.
5. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
6. The Landlords collected a rent deposit of \$3,950.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.
7. Interest on the rent deposit, in the amount of \$45.84 is owing to the Tenants for the period from December 5, 2021 to November 22, 2022.

### **Landlords' Evidence**

8. The Landlord testified that the Tenants did not make any rent payments since the application was filed, and that he or his agent never received a \$6,000.00 cash rent payment from the Tenants on August 31, 2022, or on any other date during the tenancy.
9. The Landlord testified further that the rent arrears owing to November 22, 2022 are \$18,691.27.
10. The Landlord stated that a tenancy agreement was signed with the Tenants on December 5, 2021, and that no one, including the Tenants, was using the basement at the start of the lease.
11. The Landlord stated further that he never received any notification in advance of the hearing that the Tenants intended to raise tenancy issues at this hearing. The Landlords' representative submitted that the last page of the tenancy agreement has contact emails for both of the Landlords.

### **Tenants' Evidence**

12. The Tenant testified that he provided a \$6,000.00 cash payment to an agent of the Landlord, in person at the rental unit, on August 31, 2022. The Tenant acknowledged that he normally paid the rent using a cheque. The Tenant also acknowledged that he never received a receipt for this cash payment from the Landlord's agent, nor did the Tenant ever ask the Landlord for a receipt of the payment. The Tenant was not able to provide any documentary evidence of a bank withdrawal for \$6,000.00 in support of this payment.
13. The Tenant testified further that, other than the Tenants' cash payment of \$6,000.00 on August 31, 2022, the Tenants did not make any other rent payments to the Landlords over the period of July 1, 2022 to November 22, 2022.
14. The Tenant remarked that during the course of the tenancy the Landlord rented the basement of the rental unit to someone else, and as a result, the Tenants did not have use

of the basement. It is for this reason, the Tenant asserted, that the Tenants did not pay the Landlords the full rent over the period of July 1, 2022 to November 22, 2022.

15. The Tenant acknowledged that he was not able to advise the Board of the basement use tenancy issue, and other tenancy issues, until March 11, 2023 because of technical difficulties with video submissions to the Board. The Tenant also acknowledged that he never notified the Landlords, via telephone, text, or email, of the Tenants' desire to raise tenancy issues at the hearing. The Tenant noted that the Tenants always coordinated with the Landlords through a real estate representative.

## **Analysis**

### Tenancy Issues

16. During the hearing the Tenant raised the tenancy issue of a lack of use of the basement of the rental unit. The Tenant testified that he did not provide the Landlord with any notice that he intended to raise this issue at the hearing, and that his notification to the Board was late on March 11, 2023.
17. I find that the Tenants did not provide at least 7 days of advance notice to the Board that they would be raising tenancy issues at the hearing - as required pursuant to s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act') and the Board's Rule of Procedure 19.4. I am not satisfied with the Tenant's explanation that the notice was late because of technical difficulties with video submissions to the Board. The Tenants could have submitted, on or before March 9, 2023, a simple letter to the Board advising the Board of the tenancy issues they intended to raise.
18. Similarly, I find that the Tenants did not provide at least 7 days of advance notice to the Landlords that they would be raising tenancy issues at the hearing - as required pursuant to s. 82(2) of the Act and the Board's Rule of Procedure 19.4. I do not accept that the Tenants normal tenancy coordination through a real estate agent prevented them from providing the Landlords with sufficient notification. The Tenants could have texted or emailed the Landlords using the email addresses listed in the tenancy agreement, or planned ahead and relayed the information through their real estate agent.
19. For the reasons provided in paragraphs 17 and 18 above, I find that the Tenants did not comply with s. 82(1) of the Act, and therefore, the Tenants' request to consider their tenancy issues at the hearing, to include the use of the basement, is denied.

### Rent Arrears

20. On the basis of the evidence provided, I find that the rent arrears owing to November 22, 2022 are \$18,691.27.
21. The only rent payment in dispute between the parties was an alleged \$6,000.00 cash payment by the Tenants to an agent of the Landlord on August 31, 2022. The Tenant

testified that, other than this cash payment, the Tenants did not make any other rent payments to the Landlords over the period of July 1, 2022 to November 22, 2022.

22. In this matter, I find the Landlord's testimony more compelling than the Tenant's. The Landlord denies ever receiving this or any other cash payment from the Tenants, or employing an agent for this purpose. The Tenant was unable to establish through sufficient evidence, such as a receipt or bank statement, that the \$6,000.00 cash payment was made. Given the Tenants' self-imposed withholding of rent since July 1, 2022, I am not satisfied that the Tenants would make this large non-standard cash payment on August 31, 2022 without receiving a receipt in return, or at the very least, retaining bank statements indicating a withdrawal of funds. Accordingly, on a balance of probabilities, I find that the Landlords never received a cash payment of \$6,000.00 from the Tenants.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated as of November 22, 2022, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$14,881.43. 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. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before April 16, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 17, 2023 at 6.00% annually on the balance outstanding.

**April 5, 2023**

**Date Issued**

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Frank Ebner

Member, Landlord and Tenant Board

15 Grosvenor St, 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 of November 22, 2022	\$18,691.27
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,950.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$45.84
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$14,881.43</b>