



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

Citation: Dhaliwal v Singh, 2024 ONLTB 13364

Date: 2024-03-07

File Number: LTB-L-019507-22-RV

In the matter of: 2 SAINT TROPEZ CRT
BRAMPTON ON L6Y4P9

Between: Sarabjit Dhaliwal Landlord

And

Ishpinder (harry) Singh Tenant

Review Order

Sarabjit Dhaliwal (the 'Landlord') applied for an order to terminate the tenancy and evict Ishpinder (harry) Singh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-019507-22 issued on March 2, 2023.

On December 5, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On December 14, 2023, interim order LTB-L-019507-22-RV-IN was issued, staying the order issued on March 2, 2023.

This application was heard by videoconference on February 13, 2024. The Landlord, the Tenant's Legal Representative, S. Ramessar, and the Tenant attended the hearing. The Tenant's former roommate, KS, the Landlord's son, R. Dhaliwal (RD) and her husband, J. Dhaliwal (JD), also attended the hearing.

Determinations:

The Request

1. The Tenant alleged that he was not reasonably able to participate in the original proceeding of February 21, 2023, which resulted in order LTB-L-019507-22 directing him to pay outstanding arrears of rent.
2. The Tenant denied receiving a Notice of Hearing and claimed he was unaware the hearing took place until he received an order of garnishment. The Tenant vacated the rental unit on July 1, 2022.

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3. The Landlord's son, RD testified that the Tenant continued to visit his friend in the residential complex even after he moved out of the unit. In January 2023, on one of such visits, the Tenant was served with the Notice of Hearing by the Landlord's husband, JD. JD was absent from the hearing at this time and a person who RD claimed observed the exchange, was not called as a witness.
4. Given the evidence presented, I find on a balance of probabilities that the Tenant was unaware of the hearing as the Notice of Hearing was mailed to the rental unit address by the Board.
5. Based on the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. The Landlord's application was heard afresh.

The L1 Application

6. 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.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. The Tenant vacated the rental unit on July 1, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
9. The parties disputed the amount of the monthly rent and arrears. While the Landlord claimed that the Tenant moved from his shared unit into a vacant unit in the basement and was charged rent of \$600.00 from January 2022 as a result, the Tenant argued that he continued to share a room with KS, until he vacated the unit and his portion of the rent was \$300.00.

10. As the Landlord failed to provide any corroborating evidence, I am not satisfied that the Tenant moved into another unit and was charged rent at \$600.00 monthly.
11. The lawful rent was \$300.00.
12. Based on the Monthly rent, the daily rent/compensation is \$9.86. This amount is calculated as follows: \$300.00 x 12, divided by 365 days.
13. The Tenant asserted that he paid the rent each month, in cash, and did not owe arrears. He stated that he gave his portion of the rent to KS who paid it to the Landlord. KS stated that the rent was indeed given to the Landlord who denied receipt.
14. The Tenant, provided with a copy of the notice of termination denied receiving it but JD testified that he personally served the Tenant with the notice on an afternoon in March 2022. I prefer the evidence of the Landlord because the Certificate of Service, filed with the application, shows it was served on March 1, 2022.

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15. As the testimony of the Landlord is consistent with the information contained in the notice of termination with regards to the period for which rent is owed, and the Tenant had no evidence to substantiate the claim that he paid the rent from January 2022 to the date he vacated the unit, I find that rent arrears are owed to the Landlord.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to July 1, 2022 are \$1,809.86.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

It is ordered that:

1. The request to review order LTB-L-019507-22 issued on March 2, 2023 is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on December 14, 2023, is cancelled, and replaced with this order.

3. The tenancy between the Landlord and the Tenant is terminated as of July 1, 2022, the date the Tenant moved out of the rental unit.
4. The Tenant shall pay to the Landlord \$1,995.86. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2024 at 7.00% annually on the balance outstanding.

March 7, 2024

Date Issued

Jitewa Edu

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.