



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-015240-25

In the matter of: 47 KINGSBRIDGE DR
AMHERSTBURG ON N9V4A5

Between: Amandeep Singh

And

Christine M Tehonchuk
Randy Neil Cole

I hereby certify this is a
true copy of an Order dated

APR 11, 2025

Landlord and Tenant Board

Landlord

Tenants

Amandeep Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Christine M Tehonchuk and Randy Neil Cole (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 3, 2025. The Landlord's agent Sandeep Kaur, the Landlord's legal representative Ze Hao Liu and the Tenants attended the hearing.

Determinations:

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 were still in possession of the rental unit.
3. The lawful rent is \$2,549.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.80. This amount is calculated as follows: \$2,549.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2025, are \$7,647.00.
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 \$2,500.00 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 \$135.62 is owing to the Tenants for the period from February 1, 2023 to April 3, 2025.

10. The Tenants did not dispute the amount of arrears charged and claimed but took the position that they were entitled to withhold rent from the Landlord as they did not receive a signed copy of the second lease agreement entered into for the period of February 1, 2024 to January 31, 2025.
11. The parties agree that the tenancy commenced on February 1, 2023 for a fixed term period ending on January 31, 2024. The Tenants confirmed receiving a signed copy of the first tenancy agreement from the Landlord.
12. On or about January 2024 the Tenants requested from the Landlord that the parties sign a new 12-month lease. The Landlord did not object to this request and on January 6, 2024, sent the Tenants a copy of a new fixed term tenancy agreement for the period of February 1, 2024 to January 31, 2025. The Tenants entered into evidence a copy of this tenancy agreement (TT exhibit #1). The agreement is digitally signed by both Tenants on January 9, 2024 and not signed by the Landlord.
13. The Landlord's agent did not dispute that the second tenancy agreement was not signed by herself or the Landlord, but stated that the Tenants never sent back the signed agreement to the Landlord to sign. The Tenants did not dispute that the tenancy agreement was never emailed or delivered back to the Landlord, but argued that they believed the Landlord knew or ought to have known that the agreement was signed by themselves as it was digitally signed.
14. In review of the tenancy agreement entered into evidence, it is clear that the agreement was digitally signed through a PDF program and not by DocuSign software. I therefore find that although the Tenants may have signed this second tenancy agreement, that a copy was not returned to the Landlord either by the Tenants or by the signing software used.
15. The Tenant's own testimony confirms that they did not email a copy of this second lease back to the Landlord and there was insufficient evidence to confirm that the software used to e-sign the documents automatically served to document to the Landlord upon the Tenants signing.
16. I therefore do not find that a second tenancy agreement was fully executed between the parties as the Tenants never delivered their signed copy back to the Landlord to sign themselves. Therefore, the Tenants are not permitted to withhold their rent pursuant to section 12.1 of the Act. I find that it would be unfair for the Tenants to rely on this section of the Act when their own conduct frustrated the Landlord's ability to deliver them a signed copy of the agreement.
17. I further note that even if I had found that a fully executed second tenancy did exist, and had I accepted the Tenant's section 12 argument, at most, the Tenants would have only been permitted to withhold one month's rent.
18. Although section 12(4) of the Act effects the Tenants' obligation to pay rent if a copy of the tenancy agreement is not provided within 21 days after the Tenants sign and give it to the Landlord, section 12.1(7) limits the maximum total amount of rent payments the Tenants can withhold. Section 12.1(7) states that: The maximum total amount of rent payments that a tenant may withhold under subsection (6) is an amount equal to one month's rent.
19. I therefore find that the Tenants owe the full arrears claimed by the Landlord.

Relief from eviction:

20. 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 May 31, 2025 pursuant to subsection 83(1)(b) of the Act.
21. The Tenants requested an extension until May 2025 to pay the arrears owing, plus May's rent in full. Although the Landlord requested a standard 11-day order, the Landlord provided no evidence or submissions with respect to their circumstances to suggest that it would be unfair to delay the voidable termination date. I further note that the delay requested by the Tenants is not substantial.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,833.00 if the payment is made on or before April 30, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,382.00 if the payment is made on or before May 31, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after May 31, 2025 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before May 31, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$2,899.78. 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 \$83.80 per day for the use of the unit starting April 4, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2025, then starting June 1, 2025, 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 June 1, 2025.

April 11, 2025
Date Issued



Fabio Quattrociochi
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 December 1, 2025 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 April 30, 2025

Rent Owing To April 30, 2025	\$7,647.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,833.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2025

Rent Owing To May 31, 2025	\$10,196.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,382.00

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

Rent Owing To Hearing Date	\$5,349.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$135.62
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$2,899.78
Plus daily compensation owing for each day of occupation starting April 4, 2025	\$83.80 (per day)