



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

**Citation:** Dindayal v Bain, 2025 ONLTB 66811

**Date:** 2025-09-03

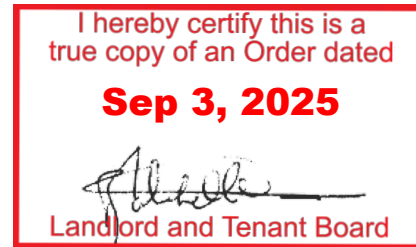
**File Number:** LTB-L-036587-25

**In the matter of:** 48A, 48 PORRITT ST  
BARRIE ON L4N6Y3

**Between:** Steven Dindayal  
Balika Ratanprasad Dindayal

**And**

Christopher Bain  
Sarah Norman  
Connor Linklater



Landlords

Tenants

### L1 Application

Steven Dindayal and Balika Ratanprasad Dindayal (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Bain, Sarah Norman and Connor Linklater (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

### L2 Application

The Landlord also applied for an order that the Tenants pay the reasonable out-of-pocket expenses the Landlords incurred as a result of the Tenants' substantial interference with the Landlords' reasonable enjoyment or lawful right, privilege or interest.

This application was heard by videoconference on August 25, 2025.

The Landlord's Legal Representative Latanya Pusey, the Landlords and the Tenant Connor Linklater attended the hearing.

The Tenants Christopher Bain and Sarah Norman were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Service of N4 Notice**

1. The Landlord submitted to the Portal a certificate of service, found at DOC-5550157, that stated the Landlord had only served the Tenant Christophe Bain the N4 notice of termination by handing the document to them.

2. The Landlord submitted to the Portal a corrected version of the certificate of service, found at DOC-5770768, that stated that the Landlord had served the N4 notice of termination on each of the Tenants via email.
3. The Landlord could not confirm that the lease agreement provided consent for service of documents via email. A party to a legal proceeding are entitled to notice of the proceeding to be served in accordance with the LTB Rules.
4. The Landlord submitted to the Portal the lease agreement, found at DOC-6258552. That agreement at section 3, does indicated "yes" to service by email, however, there are no email address provided for the Tenants. In the absence of email addresses for the Tenants, there cannot be consent. The Landlord may have checked the "yes" box in preparing the lease agreement, however if the Tenants have not inserted their email addresses, that is in my view indicative of a lack of consent of service by email.
5. The Landlord Steven Dindayal testified. He stated that On April 18, 2025 that he had handed to the Tenant Christopher Bain 3 envelopes one each addressed to each Tenant that contained the N4 notice of termination.
6. The Tenant Connor Linklater submitted that the envelope addressed to him had not been given to him by Christopher Bain.
7. The LTB Rules of Procedures at Rule 3.9e., provide that a document is considered served on the day it was given to the person when delivered by hand.
8. As a result, I am satisfied that the Landlord had served the N4 notice of termination on each of the named Tenants, deemed delivered on April 18, 2025.

**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 Tenants Christopher Bain and Sarah Norman were still in possession of the rental unit.
3. As of the hearing date the Tenant Connor Linklater was not in possession of the rental unit, having vacated the rental unit as of June 25, 2025. The Tenant stated that they had not given their Landlord notice that they were moving out of the rental unit.
4. The lawful rent is \$2,700.00. It is due on the 15th day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to September 14, 2025 are \$13,500.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,700.00 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.
10. Interest on the rent deposit, in the amount of \$46.60 is owing to the Tenant for the period from December 17, 2024 to August 25, 2025.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. At the conclusion of the L1 portion of the hearing, the Landlord requested to withdraw their L2 application.

**It is ordered that:**

L1 Application

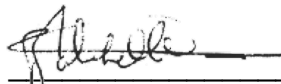
1. The tenancy between the Landlords and the Tenants is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$13,686.00 if the payment is made on or before September 14, 2025. See Schedule 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 September 14, 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 September 14, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,215.87. 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 Landlords owe 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 Landlords compensation of \$88.77 per day for the use of the unit starting August 26, 2025 until the date the Tenants move out of the unit.
7. If the Tenants does not pay the Landlords the full amount owing on or before September 14, 2025, the Tenants will start to owe interest. This will be simple interest calculated from September 15, 2025 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before September 14, 2025, then starting September 15, 2025, the Landlords 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 Landlords on or after September 15, 2025.

**L2 Application**

10. The Landlords L2 application is dismissed.

**September 3, 2025**  
**Date Issued**



Robert Patchett  
Vice Chair, 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 March 15, 2026 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 September 14, 2025**

Rent Owing To September 14, 2025	\$13,500.00
Application Filing Fee	\$186.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$13,686.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$11,776.47
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,700.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$46.60
<b>Total amount owing to the Landlords</b>	<b>\$9,215.87</b>
Plus daily compensation owing for each day of occupation starting August 26, 2025	\$88.77 (per day)