



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

**Citation:** Sajja Rajasekaran v Donoghue, 2023 ONLTB 81176

**Date:** 2023-12-18

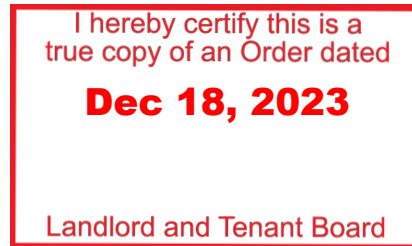
**File Number:** LTB-L-024591-23

**In the matter of:** Basement Unit, 114 ADELAIDE AVE E  
OSHAWA ON L1G1Z1

**Between:** Praveen Kumar Sajja Rajasekaran

**and**

Richard Donoghue



Landlord

Tenant

Praveen Kumar Sajja Rajasekaran (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Donoghue (the 'Tenant') because:

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 6, 2023.

Only the Landlord's Legal Representative, Andrew Hyland, and the Landlord attended the hearing.

As of 9:38am, the Tenant was 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.

**Determinations:**

L1 Application – Non-Payment of Rent

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on October 4, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.

4. The lawful rent is \$1,770.00. It was due on the 1st day of each month.
5. The Tenant has paid \$3,840.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 4, 2023 are \$13,592.76.
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 \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
9. Interest on the rent deposit, in the amount of \$65.83 is owing to the Tenant for the period from September 26, 2021 to October 4, 2023.

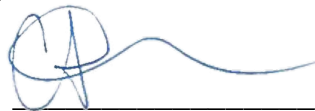
### L2 Application – Utilities

10. The Landlord's L2 application included a claim for unpaid utilities. The Landlord testified that the Tenant was responsible for paying 40% of the total utilities for the rental unit pursuant to the tenancy agreement. The Landlord submitted a copy of the tenancy agreement in support of this statement.
11. The Landlord testified that he has incurred \$1,136.94 in out-of-pocket expenses for utilities from October 2022 to September 2023. The Landlord submitted a copy of a spreadsheet detailing the utilities charges for each month.
12. Section 88.2 of the *Residential Tenancies Act*, 2006 (the 'Act') states the following:
  - (1) A landlord may apply to the Board for an order requiring a tenant or former tenant to pay costs described in subsection (4) if,
    - (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement; and
    - (b) in the case of a tenant or former tenant no longer in possession of the rental unit, the tenant or former tenant ceased to be in possession on or after the day section 20 of Schedule 4 to the Protecting Tenants and Strengthening Community Housing Act, 2020 comes into force. 2020, c. 16, Sched. 4, s. 20.
  - (4) The costs referred to in subsection (1) are reasonable out-of-pocket expenses that the landlord has incurred or will incur as a result of a tenant's or former tenant's failure to pay utility costs that they were required to pay under the terms of the tenancy agreement.
13. Based on the uncontested evidence before the Board, I find, on a balance of probabilities that the Landlord has incurred reasonable out-of-pocket expenses of \$1,136.94 as a result of the Tenant's failure to pay utility costs.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of October 4, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$11,962.93. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant.
3. The Tenant shall also pay to the Landlord \$1,136.94, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of unpaid utility costs.
4. The total amount the Tenant shall pay to the Landlord is **\$13,099.87**. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before December 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 30, 2023 at 7.00% annually on the balance outstanding.

**December 18, 2023**  
**Date Issued**



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Candace Aboussafy  
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 Tenant must pay as the tenancy is terminated**

|  |                    |
|--|--------------------|
| Rent Owing to Move Out Date  | \$17,432.76        |
| Application Filing Fee   | \$186.00           |
| NSF Charges  | \$0.00             |
| Out-of-Pocket Expenses   | \$1,136.94         |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$3,840.00       |
| <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                                | - \$1,750.00       |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$65.83          |
| <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>\$13,099.87</b> |