



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

**Citation:** SiteLine (7555 Goreway) Inc. v Ramnathsingh, 2023 ONLTB 74790

**Date:** 2023-11-23

**File Number:** LTB-L-031378-23

**In the matter of:** 232, 7555 GOREWAY DR  
MISSISSAUGA ON L4T3M9

**Between:** SiteLine (7555 Goreway) Inc. Landlord

**And**

Kammy Ramnathsingh Tenant

SiteLine (7555 Goreway) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kammy Ramnathsingh (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes

This application was heard by videoconference on September 28, 2023.

The Landlord and the Tenant attended the hearing, however, the Tenant logged out at approximately 1:25 pm, without notifying the LTB as to why, and was not present for the hearing at 4:11 pm.

The occupant of the rental unit, Selwyn Porter, was present at the hearing.

**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. At the hearing, the Landlord testified that he had learned for the first time that there was an unauthorised occupant in the rental unit, Selwyn Porter (the occupant), who was present at the hearing.
3. The occupant had been leasing the unit from the Tenant, and he provided to me a copy of the lease he had signed, which names the Tenant as the Landlord. Four other tenants are

named on the lease. That lease was stated to begin on March 16, 2021, for a fixed term of one year.

4. The occupant testified that the Tenant is not occupying the unit and that he (the occupant) has been paying rent directly to the Tenant.
5. The Landlord never accepted rent directly from the occupant.
6. The Landlord received rent from the Tenant, by way of money orders, in the name of the Tenant.
7. The Ontario Court of Appeal found in [1162994 Ontario Inc. Bakker](#), 2004 CanLII 59995 (ON CA), that a tenant is "*in possession*" of a rental unit where the tenant exercises some "*form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the unit.*" The landlord is expected to be able to provide evidence about efforts made to determine whether the tenant is still in possession of the unit.
8. In my view, by taking up the role of landlord, and accepting rent from the occupant, this indicates that the Tenant is still in control of the unit.
9. He still has access to the unit by giving the requisite 24 hour written notice, and he could bring an application to evict the sub-tenant.
10. He is also still paying his rent to the Landlord, as a tenant.
11. As a result, I find that the Tenant is still in possession of the unit, within the meaning ascribed to that term in *Bakker*.
12. As of the hearing date, the Tenant was therefore still in possession of the rental unit.
13. The lawful rent is \$1,519.01. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$49.94. This amount is calculated as follows: \$1,519.01 x 12, divided by 365 days.
15. The Tenant has paid \$1,450.00 to the Landlord since the application was filed.
16. The rent arrears owing to September 30, 2023 are \$9,421.41.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,466.91 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.
19. Interest on the rent deposit, in the amount of \$190.50 is owing to the Tenant for the period from October 1, 2015 to September 28, 2023.
20. As for the Tenant and the occupant, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to

negotiate a repayment agreement with the occupant and find that it would be fair to grant relief from eviction pursuant to subsection 83(1)(b) of the Act.

21. The Landlord sent a letter to the Tenant for a payment plan, but the Tenant did not respond.
22. The Landlord was not aware of any reason to grant relief from eviction.
23. As for the occupant, the occupant did appear for the hearing, and there was no evidence of bad faith.
24. I accept that they entered into what he thought was a legitimate tenancy with the Tenant.
25. In all the circumstances, including that the Tenant has lived in the unit since 2020, I do not think it would be unfair to postpone eviction until December 31, 2023, in order to provide the occupant with an opportunity to find a new home.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant 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:**
  - **\$14,164.44** if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after December 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order, the Tenant and any occupants, including Selwyn Porter, must move out of the rental unit on or before December 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,829.31. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$49.94 per day for the use of the unit starting September 29, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2024 at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before December 31, 2023, then starting January 1, 2024, 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 January 1, 2024.

**November 23, 2023**

**Date Issued**

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James Campbell  
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 against the occupant expires on July 1, 2024 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 December 31, 2023**

Rent Owing To December 31, 2023	\$15,428.44
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	- \$1,450.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<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 the Tenant must pay to continue the tenancy</b>	<b>\$14,164.44</b>

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

Rent Owing To Hearing Date	\$10,750.72
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	- \$1,450.00
<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	- \$1,466.91
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$190.50
<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>\$7,829.31</b>
Plus daily compensation owing for each day of occupation starting September 29, 2023	\$49.94 (per day)