



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

**Citation:** Kanagaratnam v Roger, 2023 ONLTB 14402

**Date:** 2023-01-11

**File Number:** LTB-L-022576-22-RV

**In the matter of:** MAIN FLOOR, 1 CHRISTINE ELLIOTT AVE  
WHITBY ON L1P0B8

**Between:** Geetha Seevaratnam Landlords  
Suthaharan Kanagaratnam

**And**

Ross Wendell Roger Tenant

### Review Order

Geetha Seevaratnam and Suthaharan Kanagaratnam (the 'Landlords') applied for an order to terminate the tenancy and evict Ross Wendell Roger (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-022576-22 issued on November 30, 2022.

On December 9, 2022, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 13, 2022, interim order LTB-L-022576-22-RV-IN was issued, staying the order issued on November 30, 2022.

This application was heard by videoconference on January 4, 2023. The Landlord, the Landlord's legal representative, S. Thirusenthuran, the Tenant, and the Tenant's son, J. Ross, attended 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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 31, 2022. The Tenant stated that he vacated the rental unit on December 27, 2022 and notified the Landlord on the same date. The Landlords' position was that they were notified that the Tenant vacated via text on December 31, 2022. I find that arrears are owing up to December 31, 2022, as the Tenant

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did not provide the text message establishing that he notified the Landlord on the 27<sup>th</sup> that he vacated the unit. I find it more likely that the Tenant vacated on December 31, 2022.

4. The lawful rent is \$2,240.00. It was due on the 1st day of each month.
5. The Tenant has paid \$11,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2022 are \$14,880.00.
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 \$2,200.00 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 \$88.11 is owing to the Tenant for the period from July 1, 2019 to December 31, 2022.
10. The parties agreed that the Tenant is to pay the rent arrears owing on or before June 30, 2022, failing which, interest would begin accruing on July 1, 2023.

**It is ordered that:**

1. Order LTB-L-022576-22 issued on November 30, 2022 is cancelled and replaced with the following:
2. The tenancy between the Landlord and the Tenant is terminated as of December 31, 2022, the date the Tenant moved out of the rental unit
3. The Tenant shall pay to the Landlord \$12,777.89. 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. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2023 at 5.00% annually on the balance outstanding.

**January 11, 2023**

**Date Issued**

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.

\*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Move Out Date	\$26,380.00
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	- \$11,500.00
<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	- \$2,200.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$88.11
<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>\$12,777.89</b>

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