



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Kandiah v Dosaj, 2024 ONLTB 51058

Date: 2024-07-12

File Number: LTB-L-079530-23-IN

In the matter of: 136 THORNDALE RD
BRAMPTON ON L6P0Z6

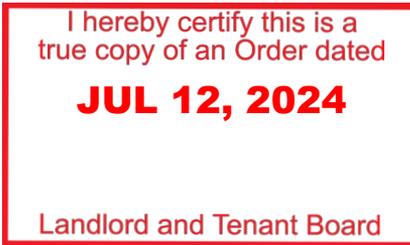
Between: Ramachandran Kandiah
Vimalavathy Ramachandran

Landlord

And

Rajeev Dosaj
Ritu Dosaj
Divyansh Dosaj

Tenant



INTERIM ORDER

Ramachandran Kandiah and Vimalavathy Ramachandran (the 'Landlord') applied for an order to terminate the tenancy and evict Rajeev Dosaj, Ritu Dosaj and Divyansh Dosaj (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ramachandran Kandiah and Vimalavathy Ramachandran (the 'Landlord') also applied for an order requiring Rajeev Dosaj, Ritu Dosaj and Divyansh Dosaj (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses 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 May 29, 2024.

The Landlord, Landlord's Agent and son-in-law, Senthilnath Gunaratnam, Landlord's Witness, Gajan Ramachandran, Landlord's Support Person, Kalpana Ramachandran, the Tenant, Rajeev Dosaj, and the Tenant's Legal Representative, Shub Josan, attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. The Landlord has satisfied their burden of showing they require possession of the rental unit for the purposes of residential occupation for at least one year and I am prepared to render a decision terminating the tenancy between the Landlord and the Tenant and requiring the Tenant to move out of the rental unit on or before August 31, 2024. Full reasons for this decision shall follow in the order terminating the tenancy, should the same be issued.
2. The Landlord has not compensated the Tenant in an amount equal to one month's rent and the termination date has passed. The Landlord is granted an extension of time until July 31, 2024 to pay the compensation. The Landlord provided a cheque dated November 24, 2023 to the Tenant. The Landlord sent it by regular mail and told the Tenant by text to look out for the cheque. The Tenant states they never received the cheque and the Landlord acknowledges the cheque has not been deposited as of the date of the hearing.
3. On this basis I am satisfied that the Landlord made reasonable efforts to pay compensation before the date of termination specified in the N12 notice of termination, but that to date it has not been paid. In these circumstances, I find it is appropriate to use my discretion to extend the deadline to pay the compensation of \$2,800.00, equal to one month's rent, to July 31, 2024, under my discretion under section 190(1) of the *Residential Tenancies Act, 2006* (the "Act").
4. Section 83(4) of the Act provides that the LTB shall not issue an eviction order in a proceeding regarding termination of the tenancy for the purposes of residential occupation until the Landlord has complied with the compensation requirements under section 48.1 of the Act.

It is ordered that:

1. The Landlord shall pay to the Tenant the compensation owed pursuant to section 48.1 of the Act, namely \$2,800.00, the equivalent of one month's rent, on or before July 31, 2024 and file proof of having made that payment with the LTB on or before July 31, 2024.
2. If I am satisfied on the basis of the evidence filed by the Landlord that they have paid the compensation referred to in paragraph 1 on or before July 31, 2024, I will issue an order terminating the tenancy between the Landlord and the Tenant and requiring the Tenant to move out of the rental unit on or before August 31, 2024. If I am not satisfied by the evidence filed with the LTB on or before July 31, 2024 that the Landlord has paid the compensation referred to in paragraph 1 to the Tenant, this application will be reconvened.
3. I am seized.

July 12, 2024
Date Issued

Benjamin Seigel
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.