



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

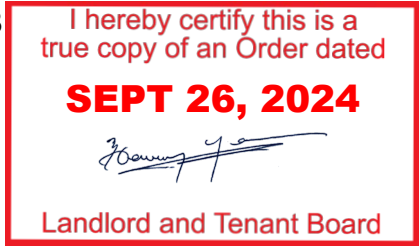
**File Number: LTB-L-084167-23**

**In the matter of:** 234, 5225 FINCH AVE EAST  
SCARBOROUGH ON M1S5W8

**Between:** Gajen Dissanayake

**And**

Kayla Novales Gonsalves



Landlord

Tenant

Gajen Dissanayake (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Novales Gonsalves (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 29, 2024.

The Landlord and the Tenant 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 November 30, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit. The Tenant agreed to move out on November 30, 2024.
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
5. The Tenant made no payments since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$5,000.00. The Tenant disputed the arrears. The Tenant testified that she is in the process of filing a tenant's rights application. The Tenant testified that she had a roommate, and believes that the roommate should be liable for the arrears as well. There was no dispute that the roommate was not on the lease. Based on the evidence before me, I find that the arrears are as stated.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent on deposit.

9. The Landlord requested a standard arrears order. The Landlord testified that he has contacted the Tenant multiple times to arrange payment and has not had any positive response.
10. The Tenant testified that she is not working and has no income at the moment. The Tenant testified that she is seeking work, but is thus far unsuccessful. The Tenant testified that she is pregnant and expecting a child in December. The Tenant testified that she is living with her mother at the moment.
11. Based on the submissions of the parties, I believe it fair to delay interest from accruing on the arrears. The Tenant has no ability to pay the arrears. Were an 11-day order granted, the Tenant would incur further debt that she could not pay, and the Landlord could not collect. Therefore, I relief is granted to the Tenant.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of November 30, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,186.00. 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2025 at 7.00% annually on the balance outstanding.

**September 26, 2024**  
**Date Issued**

  
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Henry Yeung  
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	\$5,000.00
Application Filing Fee	\$186.00
<b>Total amount owing to the Landlord</b>	<b>\$5,186.00</b>