



Order under Section 69 Residential Tenancies Act, 2006

Citation: RAJANAYAGAM v WALKER, 2025 ONLTB 37847

Date: 2025-05-15

File Number: LTB-L-091708-24

In the matter of: UNIT 2602, 36 ELM DR W
MISSISSAUGA ON L5B0N3

Between: SANGEETHA RAJANAYAGAM

And

DENISE WALKER

I hereby certify this is a
true copy of an Order dated

May 15, 2025

Landlord and Tenant Board

Landlord

Tenant

SANGEETHA RAJANAYAGAM (the 'Landlord') applied for an order to terminate the tenancy and evict DENISE WALKER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 13, 2025.

The Landlord and the Tenant attended the hearing.

Preliminary Issue:

Service of N4 Notice of Termination

1. The Tenant states that they did not receive the notice of termination and therefore, they were not properly served.
2. The certificate of service before me confirms that SR sent a copy of the notice in the Tenants' email on October 15, 2024. SR confirmed at the hearing that she sent the email to the Tenant with the N4 notice of termination on October 15, 2024 and provided a copy of that email to the Board. The Tenant testifies that they had not received the email but uses the email address stated in both the email and the Certificate of Service.
3. Based on the certificate of service before me, which is a sworn legal document, as well as SR's testimony, I am satisfied on a balance of probabilities that the Landlord by properly served the Tenants by sending a copy of the notice of termination to the Tenant's email.

Service of N1 Notice of Rent increase

4. The Tenant states that they did not receive the notice of rent increase and therefore, the rent increase should not be included in the application and return to the previous rent charged.

5. SR confirmed at the hearing that she provided a physical copy of the N1 notice of rent increase and sent the email to the Tenant with the N1 notice of rent increase on August 6, 2024, the copy of this email was provided to the Board. The Tenant testifies that they had not received the email or has recollection of receiving the N1 notice of rent increase physically but uses the email address stated in the email.
6. Based on the evidence before me and SR's testimony, I am satisfied on a balance of probabilities that the Landlord served the Tenant by sending a copy of the notice of rent increase to the Tenant's email and provided a physical copy to the Tenant.

Amendment of Application

7. The application must be amended because the L1 application includes a claim for October rent charges twice. The amount the Tenant owed at the time of application was \$4,590.00.

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,060.00. It is due on the 30th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.60. This amount is calculated as follows: \$3,060.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,781.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 27, 2025 are \$11,846.40.
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 \$2,995.00 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.
9. Interest on the rent deposit, in the amount of \$102.98 is owing to the Tenant for the period from September 30, 2023 to February 13, 2025.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant is seeking to preserve the tenancy. The Tenant had testified their monthly income is \$3,330.00 and expenses are approximately \$482.00 per month. The Tenant requested a payment plan which I find would be unfair to the Landlord since the Tenant

has only made one payment in the last three months. Based on the Tenant's income and expenses I'm not persuaded this tenancy can be preserved given the Tenant's payment history. The Tenant sought relief by requesting an extended order to June 30, 2025. Given the issuance date of this order, the amount of arrears is more at the time of the hearing date was over \$11,000.00 and the Tenant's payment history, an extended termination date is not reasonable since the Tenant has had time since the application has been filed to sort out their finances or seek alternate accommodations.

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:**
 - \$21,455.60 if the payment is made on or before May 26, 2025. 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 May 26, 2025 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 must move out of the rental unit on or before May 26, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,526.02. 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 \$100.60 per day for the use of the unit starting February 14, 2025 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 May 26, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 26, 2025, then starting May 27, 2025, 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 May 27, 2025.

May 15, 2025
Date Issued


 Joshua Labbe
 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 expires on November 27, 2025 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 May 26, 2025

Rent Owing To May 30, 2025	\$23,050.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,781.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$21,455.60

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

Rent Owing To Hearing Date	\$12,219.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,781.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,995.00
Less the amount of the interest on the last month's rent deposit	- \$102.98
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$7,526.02
Plus daily compensation owing for each day of occupation starting February 14, 2025	\$100.60 (per day)