



AUG 13 2025

Landlord and Tenant Board

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

Citation: RAMASAMY v Okasha-Rzepa, 2025 ONLTB 62192

Date: 2025-08-13

File Number: LTB-L-036186-25

In the matter of: 1221 REXTON DR
OSHAWA ON L1L0T3

Between: AZHAGUMATHIVANAN RAMASAMY Landlords
Srinithi Srinivasan

And

Sarah Okasha-Rzepa Tenants
Christopher G. Miller

AZHAGUMATHIVANAN RAMASAMY and Srinithi Srinivasan (the 'Landlords') applied for an order to terminate the tenancy and evict Sarah Okasha-Rzepa and Christopher G. Miller (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 31, 2025.

The Landlords, the Landlord's Legal Representative Sriram Rangan, and the Tenants attended the hearing. The Tenants met with Tenant Duty Counsel prior to the hearing.

Determinations:

Adjournment Request

1. While the Tenants were being checked into the videoconference room, they had advised the moderator that they were seeking an adjournment as they had filed a T2 application and desired to have both applications heard together.
2. The Tenants requested an adjournment at the hearing proper, stating that they require more time to get legal advice. The adjournment request was denied, as the Tenants acknowledged withholding rent and having been familiar with the Landlord's application since at least May.

Landlord's Application

3. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.

4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,150.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$103.56. This amount is calculated as follows: \$3,150.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to July 31, 2025, are \$15,750.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,100.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$131.43 is owing to the Tenants for the period from November 20, 2023, to July 31, 2025.

Section 83 Considerations

12. The Tenants acknowledged the arrears and testified that they have been dealing with other issues concerning the tenancy however, the Tenants did not want to disclose those issues as to not interfere with their own application. The Tenants did not offer a proposed payment plan and requested 60-90 days to vacate the unit. Having considered the evidence, I am satisfied that the Tenants be given 60 days to either void this order or vacate the unit.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until September 30, 2025, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$19,086.00 if the payment is made on or before August 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,236.00 if the payment is made on or before September 30, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after September 30, 2025 but before the Court Enforcement Office

(Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 30, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$12,704.57. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$103.56 per day for the use of the unit starting August 1, 2025, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before September 30, 2025, the Tenants will start to owe interest. This will be simple interest calculated from October 1, 2025, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2025, then starting October 1, 2025, the Landlords 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 Landlords on or after October 1, 2025.

August 13, 2025
Date Issued


Jagger Benham
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 April 1, 2026, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2025

Rent Owing To August 31, 2025	\$18,900.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$19,086.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2025

Rent Owing To September 30, 2025	\$22,050.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$22,236.00

C. Amount the Tenants must pay if the tenancy is terminated:

Rent Owing To Hearing Date	\$15,750.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,100.00
Less the amount of the interest on the last month's rent deposit	- \$131.43
Total amount owing to the Landlords	\$12,704.57
Plus daily compensation owing for each day of occupation starting August 1, 2025	\$103.56 (per day)