



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-078582-25

In the matter of: 24 KEENAN ST.
LINDSAY ON K9V6C2

Between: GOVINDARAJ RAMASWAMY
NAGALAKSHMI RAJENDRAN Landlords

And

GARVIN PHILLIP
SHERRYLYN GRACE KING Tenants

GOVINDARAJ RAMASWAMY and NAGALAKSHMI RAJENDRAN (the 'Landlords') applied for an order to terminate the tenancy and evict GARVIN PHILLIP and SHERRYLYN GRACE KING (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another Tenants

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

GOVINDARAJ RAMASWAMY and NAGALAKSHMI RAJENDRAN (the 'Landlords') also applied for an order requiring GARVIN PHILLIP and SHERRYLYN GRACE KING (the 'Tenants') to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 18, 2025.

Only the Landlords and the Landlords' Legal Representative, Thirusenthuran Sivapatham attended the hearing.

As of 11:14 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

Request to Amend

1. The Landlords sought to amend the application at the hearing to claim \$357.53 for the unpaid water bill for the period of August 1, 2025 to October 31, 2025, which came due after the application was filed.
2. The Landlords submitted that the amendment was requested with the Board on December 15, 2025 and the amended application was served on the Tenants.
3. While the Landlords did not serve the amendment at least 7 days in advance of the hearing, the Landlords have requested the amendment in writing and served the amended application on the Tenants and I was satisfied that the Tenants were aware of the hearing and the request to amend. As a result, I granted the request to amend.

L2 Application – Substantial Interference

4. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated.
5. The Tenants were in possession of the rental unit on the date the application was filed.
6. On August 18, 2025, the Landlords gave the Tenants an N5 notice of termination. The notice of termination alleges that the Tenants have failed to pay the water and sewage bills for the periods of February 1, 2024 through to July 31, 2025.
7. The Landlord, Nagalakshmi Rakendran ('NR') testified that the Tenants are responsible for paying the water, hydro and gas bills as per the lease agreement and has not paid the bills in full for the periods of February 1, 2024 through to July 31, 2025 as set out in the N5 notice of termination.
8. Based on the uncontested submissions of the Landlords, I find that the Tenants have failed to pay the water bills which has substantially interfered with the Landlords' reasonable enjoyment of the rental unit and the Landlords' lawful rights, privileges and interests.
9. On an N5 notice of termination, a tenant is afforded an opportunity to void the notice by correcting the offensive behaviour or stopping the activity within seven days of being served with the N5 notice. In this particular case, the voiding period was from August 19, 2025 to August 26, 2025. NR testified that the Tenants did not correct the problems within the time period set out in the N5 notice of termination.
10. Based on the uncontested submissions before me, I am satisfied on a balance of probabilities that the Tenants did not correct the omission within seven days after receiving the N5 notice of termination by paying the unpaid utilities. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
11. The Tenants were required to pay the Landlords \$9,682.40 in daily compensation for use and occupation of the rental unit for the period from September 15, 2025 to December 18, 2025, less any amounts already paid.

12. Based on the monthly rent, the daily compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Compensation for Unpaid Utilities

15. The Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
16. The Landlords have incurred reasonable out-of-pocket expenses of \$2,676.05 as a result of the Tenants' failure to pay water costs.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. NR testified that she is currently unemployed and is unable to carry the costs of the tenancy where the Tenants continue to fail to pay the utility bills.
19. However, MR did testify that she believes the Tenants may be elderly with two young children residing with her in the rental unit.
20. The Tenants were not present to tell me about their circumstances.
21. Based on the uncontested submissions before me, I find that it would be unfair to grant relief from eviction as I was not provided with any information about whether the Tenants are able to preserve the tenancy by paying the outstanding utilities. However, based on the Tenants' circumstances disclosed by the Landlords, I find that it would not be unfair to grant a brief postponement of the termination of the tenancy to January 31, 2025 to allow the Tenants some additional time to vacate the rental unit.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 February 1, 2026.
4. The Tenants shall pay to the Landlords \$9,682.40, which represents compensation for the use of the unit from September 15, 2025 to December 18, 2025, less any amounts already paid.

5. The Tenants shall also pay the Landlords compensation of \$101.92 per day for the use of the unit starting December 19, 2025 until the date the Tenants move out of the unit.
6. The Tenants shall pay to the Landlords \$2,676.05, which represents the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs.
7. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
8. The total amount the Tenants must pay the Landlords is \$12,544.45, less any amounts already paid.
9. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Christopher Lin
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 of the Tenants expires on August 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.