



Order under Sections 69, 88.1 and 88.2 Residential Tenancies Act, 2006

Citation: Nagarajah v East, 2026 ONLTB 1213

Date: 2026-01-09

File Number: LTB-L-086460-25

In the matter of: 62 INGLESIDE ST
WOODBIDGE ON L4L0H9

Between: Elango Nagarajah Landlord

And

Christopher East Tenant

Elango Nagarajah (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher East (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Elango Nagarajah (the 'Landlord') also applied for an order to terminate the tenancy and evict Christopher East (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Elango Nagarajah (the 'Landlord') also applied for an order requiring Christopher East (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.

Elango Nagarajah (the 'Landlord') also applied for an order requiring Christopher East (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest (L2 Application).

This application was heard by videoconference on December 4, 2025.

The Landlord, the Landlord's Legal Representative Kimberley Teel and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenant stated the N4 notice of termination did not include the name of the other tenant, Charlotte Koehler, who is named on the original lease agreement. It was not disputed Ms. Koehler is named on the lease and was a tenant when the tenancy began. The Tenant explained this person is his ex-wife and she has not lived in the unit for approximately 2.5 to 3 years. Ms. Koehler is also not named on the N5 notice.
2. During the hearing, the Landlord submitted they were aware Ms. Koehler was no longer living in the unit based on being told this by the Tenant. The issues in the applications began well after Ms. Koehler vacated the unit. As such, they did not name her on the N4 or N5 notices of termination and she was not named as a respondent in the applications. The Tenant testified he told the Landlord that he got divorced and was no longer with Ms. Koehler but did not tell the Landlord that Ms. Koehler was no longer living in the rental unit. The Tenant agreed it was reasonable for the Landlord to infer, correctly as it turns out, that Ms. Koehler was no longer living in the unit. During the hearing, the Tenant also stated the issues in the applications do not involve Ms. Koehler and she should not be held liable.
3. The body of the N5 notice does not indicate whether the notice is voidable. However, the attached schedule A which forms part of the N5 does clearly explain to the Tenant that the notice is voidable if the issues alleged are corrected within 7 days. It goes on to advise the Tenant that if the issues are not addressed within 7 days, the Landlord can apply to the Board to end the tenancy.
4. Section 43(1) of the Residential Tenancies Act, 2006 (the Act) states:

Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,

 - (a) identify the rental unit for which the notice is given;
 - (b) state the date on which the tenancy is to terminate; and
 - (c) be signed by the person giving the notice, or the person's agent.
5. Section 212 of the Act provides:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.
6. I found the N5 notice did sufficiently set out the reasons for the notice and that it explains to the Tenant it is voidable. As such, I found the N5 notice valid.
7. Section 43(1) of the Act does not make it a mandatory requirement that the Landlord to name all of the original tenants of the rental unit on the notices of termination. Here, the

Tenant made no submissions his ability to participate in the hearing was prejudiced by the Landlord not including Ms. Koehler's name on the notices. As stated, the Tenant himself did not think Ms. Koehler should be a respondent in the applications and nothing suggested the Tenant was confused by the omission. I reviewed the documents with him at the hearing and he was aware of the issues to be determined. The Tenant was also aware the notices of termination were with respect to the rental unit. Seeing no prejudice whatsoever to the Tenant, I find the N4 and the N5 notices substantially comply with the requirements of the Act.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit. While he is not currently staying in the unit, he continues to have his possessions there. While the Tenant has filed a T2 application alleging an illegal lockout occurred, there was no allegation the lockout was continuing as of the hearing date.

Lawful Monthly Rent

10. The Landlord claimed the monthly rent is \$3,000.00 and that it is due on the first day of each month. The Tenant disputed the rent is due on the first of the month and also disputed the amount of the monthly rent. After reviewing the lease agreement during the hearing, the Tenant agreed the rent is in fact due on the first day of each month.
11. The Tenant's position however, was the Landlord illegally increased the monthly rent in excess of the guideline amount. The rent increased from \$2,700.00 to \$3,000.00 and no N1 notice was served to the Tenant.
12. The monthly rent at the time the lease began was \$2,700.00. The Landlord submitted a ledger showing the dates and amounts of rent payments received up to September 30, 2025, the last rental period noted on the N4 notice. The ledger shows the monthly rent did increase to \$3,000.00 in March 2023. The Landlord testified this increase was discussed in a phone call with the Tenant at that time and he agreed to the increased amount.
13. The Tenant agreed the Landlord increased the rent but was not sure when it occurred. He confirmed it was increased by a phone call but did not believe it was in March 2023 and stated it was technically in 2024 but did not explain this technicality. He testified that while he began paying \$3,000.00 per month in March 2023, he was paying the \$2,700.00 monthly rent and prepaying future rent. The Tenant testified that he paid varying amounts and that the Landlord's ledger does not reflect this. The Tenant provided no dates or details of when these varying payments were made and submitted no supporting documents showing payment amounts and dates that differ from the Landlord's ledger.
14. The Tenant stated he did not know how to submit evidence in advance of the hearing. The Notice of Hearing provides clear instructions on how to do this and the Tenant confirmed

he received the Notice of Hearing and that he read it. The Tenant did not request an adjournment to provide documentary evidence and the hearing continued with the Tenant's testimony.

15. During cross examination, the Tenant agreed he made rental payments to the Landlord in the amount of \$3,000.00 for more than 12 consecutive months and that he did not file an application challenging the amount of the monthly rent. The Tenant provided no evidence showing he stipulated to the Landlord that \$2,700.00 of his monthly payments was for rent and that any excess was to be designated as future rent.
16. Based on the evidence, I am satisfied the Landlord did increase the monthly rent to \$3,000.00 in March 2023. In the absence of any specific dates or details from the Tenant showing varying payments in the 18-month period after March 2023, I find on a balance of probabilities that the Landlord's ledger is accurate. Accordingly, I find it is most likely the Tenant paid the increase for 18 consecutive months beginning in March 2023 and was not merely prepaying rent.

17. Section 116(1) of the Act reads as follows:

A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.

18. Section 116(4) states a rent increase is void if the Landlord has not given the notice required. In this case, it was not disputed the Landlord gave no notice to the Tenant with respect to the rent increase. However, section 135.1 of the Act states the following:

(1) An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

19. In this case, the Tenant paid the increased rent for more than twelve consecutive months and did not file an application with the Board challenging the validity of the rent increase. Accordingly, pursuant to section 135.1 of the Act, the rent increase is deemed not to be void and I therefore find the lawful monthly rent is \$3,000.00 and it is due on the first day of each month.
20. Based on the monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.

Rent Arrears

21. The Landlord submitted the rent arrears owing to December 31, 2025 are \$26,000.00. They also submitted the Tenant has not made any payments to the Landlord since the application was filed.

22. The Tenant testified that he does not agree with the rent arrears claimed by the Landlord. He stated the Landlord had not proven the amount owing despite the ledger of payments provided. His position was the Landlord should have provided bank statements and that the illegal rent increase shows the arrears were inaccurately calculated. As stated earlier, the Tenant's position was the Landlord's ledger should not be taken as accurate despite the absence of supporting documentation from the Tenant showing it is incorrect.
23. I asked the Tenant what he believes the rent arrears are and he replied that they are probably about three months worth of rent. He agreed this amount would be \$9,000.00. I asked the Tenant if his position was he paid the Landlord \$17,000.00 that was not accounted for. His response was that the Landlord does not have proof he had not paid it. I asked the Tenant if he had anything showing he had paid an additional \$17,000.00 to the Landlord and he confirmed he did not. The Tenant provided no testimony with respect to when additional payments were made to the Landlord or the amount. His evidence was a combination of vague assertions that he had made payments and that the Landlord's ledger, on its own, is not accurate evidence.
24. The Tenant called his brother, Kadeem Charles, to testify. Mr. Charles stated he went to the unit with the Tenant because of a lockout or abandonment of the unit. He stated the Tenant paid the Landlord \$2,700.00 and spoke with the Landlord for approximately 45 minutes to an hour. Mr. Charles was asked the date this took place and he replied it was before August 20, 2025 but that he could not recall. His answers were guided by his attempt to recall when the locks were changed to the unit and when new keys were provided. Mr. Charles was unable to state when the payment was made apart from the estimates he provided. I asked Mr. Charles how he knew the amount of the payment and he replied that he had been to the house before and it was not the first time he had heard the Tenant say he had to pay rent. He also stated they had stopped at the bank on the way to the unit.
25. I found Mr. Charles was doing his best to answer the questions put to him, however he was unable to recall when the payment he spoke about was made. I was also not satisfied his testimony about stopping at the bank established an actual amount withdrawn by the Tenant or an actual amount given to the Landlord. For these reasons, I did not find Mr. Charles' testimony was reliable. In addition, the Tenant did not testify about this payment, when it was made or the amount that was paid such that it would have bolstered the reliability of Mr. Charles' evidence.
26. The Board expects that parties will provide their "best" evidence to support their claims. Here, the Tenant's best evidence would have been detailed testimony of payments made and when they were made, supported by some documentation such as receipts or financial records. Instead, despite the Notice of Hearing providing clear instructions on how to submit evidence for the hearing, the Tenant submitted none. He did not seek an adjournment and proceeded with vague and unreliable evidence from himself and Mr. Charles.
27. Based on the evidence provided by the parties, I find on a balance of probabilities the Tenant has not made any payments to the Landlord since the application was filed and that the rent arrears owing to December 31, 2025 are \$26,000.00. In this case, the Landlord took the time to prepare a ledger showing dates and amounts paid to them up

until the end of the last rental period claimed on the N4 notice. This application was filed two weeks after this last rental period and this hearing was held less than two months after the filing date. The Landlord provided the Tenant an updated accounting with an L1/L9 update sheet. In the absence of any supporting documentary evidence or reliable testimony showing payments were made by the Tenant that went unaccounted for, I find the Landlord's evidence is the most convincing in this case.

28. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. The Landlord collected a rent deposit of \$2,700.00 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.
30. Interest on the rent deposit, in the amount of \$338.13 is owing to the Tenant for the period from April 12, 2019 to December 4, 2025.

L2 Application

31. The Landlord served the Tenant an N5 notice of termination on September 8, 2025. The termination date in the notice is October 3, 2025 and it alleges the following:

On or about July 16, 2025, the landlord received an email from Provident Collections with respect the utility account number 204095 registered to Mr. Christopher East, explaining that there is a balance of \$869.61 owing and that if payment is not made by the end of the day Monday July 21, 2025, the landlord will be held responsible and a lien will be issued against the property. To date, the amount owing has not been paid.

On or about August 20, 2025, during a routine inspection of the property, the landlord discovered that the hydro to the property had been disconnected.

32. The Landlord testified there is no power or heat at the rental unit and that the Tenant has not been paying the utilities. He stated he has sent the Tenant emails and Provident Collections has also contacted the Tenant.
33. The Landlord stated he discovered the hydro is not on at the unit because Provident Collections sent him the utility bill. He also stated he went to the unit and found no power or heat at the property. The Landlord could not remember the dates he went to the unit but was sure he was there in November 2025. He also believed he attended the unit in September 2025 but was really not sure. These dates were not close to the dates stipulated in the N5 notice that the Tenant was given notice of.
34. The Landlord submitted a copy of emails from Provident Energy Management showing the account as of April 21, 2025 is in arrears of \$486.42 and \$890.12 in September 2025. The emails from Provident state if the amount is not paid, a lien will be placed against the property at a cost of \$850.00. As of the hearing, date no lien has been placed against the property and the Landlord has not been charged the outstanding amount.

35. I asked the Landlord which utility Provident delivers. The Landlord initially stated it was hydro and when I attempted to confirm this with him he replied he was really not sure. He The Landlord the sought assistance from his Legal Representative with respect to this evidence and I advised the Landlord it was his application, not Ms. Teel's. The Landlord stated his wife handles some of these issues alleged in the N5 notice.
36. The Landlord submitted an email from Alectra Utilities dated on October 18, 2025. This email denies the Landlord's request for the Tenant's payment details on the basis of privacy issues.
37. The lease agreement shows the Tenant is required to pay gas and electricity utility costs. The lease requires the Landlord to pay the water utility charges. I again asked the Landlord which utility Provident provides and Ms. Teel answered for the Landlord by stating they provide electricity. I then asked which utility is provided by Alectra and Ms. Teel answered that she was not sure if they were affiliated with Provident. Seeking testimony and evidence from the Landlord, I then directly asked the Landlord himself which utility Alectra provides and he replied that Alectra is hydro and Provident provides water.
38. I confirmed again with the Landlord himself that Alectra provides hydro and Provident provides water. I pointed out that the lease states water is the Landlord's responsibility. At this point, Ms. Teel stated the two are connected. I advised Ms. Teel that I was giving no weight to her attempts to provide testimony. I again explained that the applications are the Landlord's not the Landlord's Legal Representatives. I told Ms. Teel to stop interjecting with attempts to provide testimony as it taints the Landlord's testimony after she has provided him the information he seemed to be lacking. The Landlord stated he thought Ms. Teel would be saying everything at the hearing. I explained to the Landlord that he had twice told me Alectra provides electricity and that Provident provides water and that the lease agreement states the Landlord is responsible for the water utility costs.
39. The Landlord was asked if he had been paying the water bill and he stated he did once because the Tenant had not paid it.
40. The Tenant chose to provide no evidence with respect to the L2 application and the Landlord's Legal Representative did not ask him any questions related to the N5 notice or the L2 application.
41. Based on the evidence presented with respect to the N5 notice, I am not convinced on a balance of probabilities that the Landlord has established the Tenant substantially interfered with the Landlord lawful right or privilege. None of the Landlord's evidence was given in relation to the dates stipulated on the N5. The Landlord must prove what they claim and this includes the dates things are said to have taken place or were discovered. The Landlord's evidence was almost entirely related to dates and events that occurred after the N5 notice was served. For these reasons, I did not find the Landlord had proven the allegations on the N5 notice.
42. In addition, the Landlord, more than once, testified Provident Energy Management supplies water to the rental unit. The lease requires the Landlord to pay the water utility costs, not the Tenant. As such, I was not convinced the Landlord had proven the Tenant substantially interfered with the Landlord by failing to pay Provident any amount since the lease does not require the Tenant to pay water utility costs.

43. For all of these reasons, I was not convinced the Landlord had proven the grounds for termination on the N5 notice of termination.

Request for Out-of-Pocket Expenses for Unpaid Utility Costs and Substantial Interference

44. Since the Landlord's monetary claims are both related to the unpaid Provident Energy Management account and the potential lien, and since I have already found the Landlord has failed to prove the Tenant is responsible for the water utilities Provident provides, these claims are denied.

Section 83 Considerations

45. The Landlord sought termination of the tenancy within 11 days of this order. They submitted they had attempted to negotiate a payment agreement with the Tenant for the rent arrears but did not succeed. The Landlord submitted the rent arrears are significant and they have had to borrow money to maintain the property and service their own living costs.
46. The Tenant stated he has not been staying in the rental unit since July 2025 but that he continues to have his belongings there. He explained he travels because of his basketball career. The Tenant was not opposed to the tenancy terminating but requested 15 days from the date of this order to collect his property from the unit.
47. 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. I do not find this is a case where the circumstances warrant delay or denial of the eviction request. The Tenant is not staying in the unit and he himself was not opposed to termination of the tenancy. I find 11 days from the date of this order is sufficient time for the Tenant to have made arrangements to collect his property from the unit given this matter was heard on December 4, 2025.

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:**
 - \$29,186.00 if the payment is made on or before January 20, 2026. 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 January 20, 2026 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 January 20, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,542.39. 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 \$98.63 per day for the use of the unit starting December 5, 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 January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, 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 January 21, 2026.
10. The Landlord's L2 application is dismissed.

January 9, 2026

Date Issued

John Cashmore

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 July 21, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$29,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,186.00

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

Rent Owing To Hearing Date	\$23,394.52
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$338.13
Total amount owing to the Landlord	\$20,542.39
Plus daily compensation owing for each day of occupation starting December 5, 2025	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	