



Order under Section 69 Residential Tenancies Act, 2006

Citation: VIGNESWARAN v MILNE, 2026 ONLTB 3878

Date: 2026-01-14

File Number: LTB-L-038325-25

In the matter of: 1656 FROLIS ST
OSHAWA ON L1K0L6

Between: RAJMOHAN VIGNESWARAN Landlords
JOHANA VIGNESWARAN

And

NICOLE (MILNE) BALDRY Tenant

RAJMOHAN VIGNESWARAN and JOHANA VIGNESWARAN (the 'Landlords') applied for an order to terminate the tenancy and evict NICOLE (MILNE) BALDRY (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 10, 2025.

The Landlord Rajmohan Vigneswaran and the Landlord's Legal Representative Berkan Altun and a former tenant Anthony Milne attended the hearing.

As of 10:22 AM, the Tenant was 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 evidence of the Landlords and the former tenant.

Determinations:

Preliminary Issue: Tenant not in possession

1. The application was filed on May 8, 2025 and names both Nicole (Milne) Baldry and Anthony Milne as Tenants.
2. At the hearing Anthony Milne requested to be removed from the Landlords' application. He testified that he hasn't resided in the rental unit for over seven years and that the Tenant is his former spouse. He and the Tenant had previously requested he be removed from the lease and testified that the Landlords had previously orally released him from the lease.

3. The Landlord Rajmohan Vigneswaran does not dispute that Anthony Baldry vacated the rental unit and testified that he was aware he had done so approximately five or six years ago. He does not recall releasing Anthony Milne from the lease.
4. He testified that he had received rental payments from Anthony Milne as recently as November, 2024, and that he should be responsible for the arrears as well as the Tenant.
5. Anthony Milne testified that the Landlords would reach out to him from time to time when they were having issues with the Tenant regarding non-payment of rent as there was a break down between the Tenant and the Landlords. He stated that he would act as a middleman between the parties and that the Tenant would transfer rent money to him and he would pass it along to the Landlords.
6. On the date the application was filed, subsection 87(1)(b) of the Act permitted a landlord to apply for an order for the payment of arrears of rent if the tenant is in possession of the rental unit. The effect of this section is that if the tenant is not in possession of the rental unit on the date the application is filed, the Board does not have jurisdiction to issue an order requiring the tenant to pay the arrears of rent. This is consistent with the decision of the Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker et al.* ([2004 CanLII 59995 \(ON CA\)](#)), based on the previous, but identical legislation.
7. I find Anthony Milne was not in possession of the rental unit when the Landlords' application was filed with the Board, and the Board has no jurisdiction with respect to the arrears claimed in the Landlords' application.
8. In addition it is clear from the testimony of Anthony Milne and the Landlord Rajmohan Vigneswaran that Anthony Milne has not resided in the rental unit for at least five years and any application against a former tenant must be made within one year after the tenant ceased to be in possession pursuant to subsection 87(1.1)(b) of the Act. Therefore, Anthony Milne will be removed from the application and the order.
9. The Tenant Nicole (Milne) Baldry will remain on the order as she was the Tenant still in possession of the unit when the Landlords' application was filed.

L1 Application – Non-Payment of Rent

10. The Landlords 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.
11. As of the hearing date, the Tenant was still in possession of the rental unit.
12. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
14. The Tenant has paid \$4,400.00 to the Landlords since the application was filed.
15. The rent arrears owing to December 31, 2025 are \$21,200.00.

16. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlords collected a rent deposit of \$1,500.00 from the Tenant 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.
18. Interest on the rent deposit, in the amount of \$461.08 is owing to the Tenant for the period from March 3, 2009 to December 10, 2025.

L2 Application – Persistent Late Payment of Rent

19. On April 16, 2025, the Landlords gave the Tenant an N8 notice of termination ('N8 Notice') deemed served on April 21, 2025. The N8 Notice alleges the Tenant has persistently paid rent late from January 2024 to April 2025 during this period rent was either paid late or unpaid. The rent is due on the 1st of each month. At the hearing the Landlords' Legal Representative testified the dates of payments in the N8 Notice were correct.
20. The Landlords' Legal Representative advised that since the filling of the application rent had been paid late for June and September 2025 and no rent payments had been received by the Landlords for May, July, August, October, November and December, 2025 as of the date of this hearing.
21. On the basis of the uncontested evidence before me, I find that the Tenants have persistently failed to pay the rent on the date that it was due

Relief from Eviction

22. The Landlords sought termination of the tenancy due to the amount of arrears and persistently late payment of rent by the Tenant. The Tenant did not attend the hearing to provide submissions regarding their circumstances and neither the Landlords nor the Landlords Legal Representative were unaware of any circumstances to consider with respect to relief from eviction.
23. The Landlord Rajmohan Vigneswaran also testified that he relies upon the rental payment to pay his bills, and stated that the Landlords have a mortgage on the property and has had to use funds from a line of credit to pay the expenses associated with the rental property due to the non-payment of rent.
24. 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.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 25, 2026.

2. The Tenant shall pay the Landlords any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlords \$17,948.22. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$72.33 per day for the use of the unit starting December 11, 2025 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before January 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 25, 2026, then starting January 26, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 January 26, 2026.

January 14, 2026
Date Issued

Sean Ramage
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 Tenant expires on July 26, 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 as the tenancy is terminated

Rent Owing To December 10, 2025	\$24,123.30
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$4,400.00
Less the amount of the last month's rent deposit	-\$1,500.00
Less the amount of the interest on the last month's rent deposit	-\$461.08
Total amount owing to the Landlord	\$17,948.22
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$72.33 (per day)