



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069221-25

In the matter of: 688 PETER ROBERTSON BLVD
BRAMPTON ON L6R1L7

Between: Maribel Arulampalam Landlord

And

Justin Peterson Tenants
Jasmine Peterson

Maribel Arulampalam (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Peterson and Jasmine Peterson (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have interfered with Landlord's reasonable enjoyment; (L2 Application).
- the Tenants have persistently paid their rent late (L2 Application)

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

This application was heard by videoconference on November 5, 2025.

Only the Landlord and their legal representative, Ian Shemesh, attended the hearing.

As of 11:21 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 Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.

3. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2025 are \$23,250.00.
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 \$1,900.00 from the Tenants 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 \$316.62 is owing to the Tenants for the period from August 1, 2016 to November 5, 2025.

L2 Application - Persistent Late Payment

10. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late eleven times in the past thirteen months and not paid at all twice. The rent has not been paid in the two months since the notice was given.

L2 Application – Non-Payment of utilities

11. The Tenants have not paid \$1,385.18 in utilities which they are required to pay pursuant to the lease agreement. The Landlord submitted invoices to support the amounts claimed.

Relief from Eviction

12. 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. The Tenants did not respond to the Landlord's offered payment plan and have made no payments since the notices were given.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 26, 2026.
2. The Tenants shall pay the Landlord 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$19,679.91. See Schedule 1 for the calculation of the amount owing.

4. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting November 6, 2025 to the date the Tenants moves out of the unit.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 26, 2026, then starting January 27, 2026, the Landlord 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 Landlord on or after January 27, 2026.

January 15, 2026
Date Issued

Dawn Carr
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 July 27, 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 as the tenancy is terminated

Rent Owing To November 5, 2025	\$20,325.35
Utilities owing pursuant to L2 application	\$1,385.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,900.00
Less the amount of the interest on the last month's rent deposit	-\$316.62
Total amount owing to the Landlord	\$19,679.91
Plus daily compensation owing for each day of occupation starting November 6, 2025	\$115.07 (per day)