



Order under Section 69 Residential Tenancies Act, 2006

Citation: Leenus v. Jalpay, 2026 ONLTB 6228

Date: 2026-01-23

File Number: LTB-L-092109-25

In the matter of: ROOM #7, 16 KIDD TERR
NORTH YORK ON M3J 3S8

Between: Suganthini Leenus Landlord

and

Jose Jalpay Tenant

Suganthini Leenus (the 'Landlord') applied for an order to terminate the tenancy and evict Jose Jalpay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 15, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) claiming a \$66.25 shortfall in the rent charged and paid for the period September 1, 2025 to September 30, 2025. The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice and the Landlord applied for termination claiming that debt in addition to a \$16.25 shortfall for the period October 1, 2025 to October 31, 2025.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The Tenant agreed that the lawful rent is \$666.25. It is due on the 1st day of each month.
4. The Tenant agreed that rent arrears owing to January 31, 2026 are \$732.50.
5. The Tenant submitted that the modest arrears remaining are owing to a misunderstanding about the monthly rent charged which he was prepared to concede. He advised that he had the funds ready to pay the arrears immediately and proposed the standard 11-day order should issue. On considering all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board agreed.

6. The Landlord also seeks her filing fee. On considering the facts disclosed, I have determined that this is not a proper case for costs. The misunderstanding about the unpaid rent is due entirely to the Landlord's actions. The Landlord did not deliver the L1/L9 Information Update required by Rule 10 of the Board's *Rules of Procedure* and could not account for the rent increase that precipitated this dispute. Although the Tenant was prepared to concede the point, I find that proper communication and compliance with Part VII of the Act would have obviated the need for this application. I exercise the discretion granted in subsection 204(2) to award no costs.
7. There is no last month's rent deposit.
8. Based on the Monthly rent, the daily rent/compensation is \$21.90. This amount is calculated as follows: \$666.25 x 12, divided by 365 days.

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:**
 - \$732.50 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$1,398.75 if the payment is made on or before February 3, 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 February 3, 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 February 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$394.75. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$21.90 per day for the use of the unit starting January 16, 2026 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 February 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 3, 2026, then starting February 4, 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 February 4, 2026.

January 23, 2026
Date Issued

Nersi Makki
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 August 4, 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 31, 2026

Rent Owing To January 31, 2026	\$1,415.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$682.50
Total the Tenant must pay to continue the tenancy	\$732.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 3, 2026

Rent Owing To February 28, 2026	\$2,081.25
Less the amount the Tenant paid to the Landlord since the application was filed	- \$682.50
Total the Tenant must pay to continue the tenancy	\$1,398.75

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

Rent Owing To Hearing Date	\$1,077.25
Less the amount the Tenant paid to the Landlord since the application was filed	- \$682.50
Total amount owing to the Landlord	\$394.75
Plus daily compensation owing for each day of occupation starting January 16, 2026	\$21.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	