



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ratnasabapathy v Shaw, 2026 ONLTB 8376

Date: 2026-01-30

File Number: LTB-L-092579-25

In the matter of: 1567 ANGUS ST
INNISFIL ON L9S0J9

Between: Sivaskaran Ratnasabapathy

Landlord

And

Sharon Shaw
Victor Cooper

Tenants

Sivaskaran Ratnasabapathy (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Shaw and Victor Cooper (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

The Landlord's Legal Representative, Thirusenthuran Sivapatham, and the Tenants attended the hearing. Sharon Shaw spoke on behalf of both Tenants. The Tenants' son, Marvin Shaw, was present as support for the Tenants but did not participate in the hearing.

The Tenants spoke with Duty Counsel prior to the start of the hearing.

Determinations:

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 \$2,200.00. It is due on the 1st day of each month.
4. 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.
5. The Tenants have not made any payments since the application was filed.

6. The rent arrears owing to January 31, 2026, are \$13,200.00.
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 \$2,200.00 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 \$293.58 is owing to the Tenants for the period from October 1, 2018, to January 20, 2026.

Relief from Eviction

10. The Landlord sought an order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. He was open to extending the tenancy by a month if the Tenants could pay off the arrears, but was not open to a payment plan.
11. The Tenants wish to preserve the tenancy and asked for a payment plan. They indicated the Tenant VC will commence work in the near future and they can get support from family. However, the evidence was that the Tenants have not made any payments since the application was filed, when presumably their family could also have helped them, their current expenses exceed their income, and no specific start date was known or provided with respect to the anticipated return to work.
12. In the above circumstances, I am not satisfied a payment plan is appropriate. The Tenants have made no good faith efforts to pay the arrears, and with the total amount exceeding \$13,000.00, I find eviction is warranted. However, in order to provide the Tenants with an opportunity to void the order or find alternative housing, I have extended the date of eviction to February 28, 2026.
13. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$13,386.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,586.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,139.02. 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 \$72.33 per day for the use of the unit starting January 21, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

January 30, 2026
Date Issued

Vanessa Davies
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 September 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.

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	\$13,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$15,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,586.00

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

Rent Owing To Hearing Date	\$12,446.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$293.58
Total amount owing to the Landlord	\$10,139.02
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	