



Order under Section 69 Residential Tenancies Act, 2006

Citation: Varatharajah v Chanthanong, 2026 ONLTB 8572

Date: 2026-01-27

File Number: LTB-L-096454-25

In the matter of: 16 QUARRIE LANE
AJAX ON L1T0N1

Between: Thivakaran Varatharajah Landlords
Anusha Selvarajah

And

Anny Chanthanong Tenant

Thivakaran Varatharajah and Anusha Selvarajah (the 'Landlords') applied for an order to terminate the tenancy and evict Anny Chanthanong (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026. The Landlord, Anusha Selvarajah, the Landlords' Legal Representative, Haseeb Ullah, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlords gave the Tenant an N8 notice of termination with a termination date of January 14, 2026 (the 'N8 Notice'). The N8 notice alleges that the Tenant persistently failed to pay the rent on the date it was due 22 times from January 2024 to October 2025.

Persistently Late

4. The rent is due on the 15th day of each month. In summary, the details of the late payment as set out in the N8 Notice are as follows:
 - rent from January to August 2024 was paid late;
 - rent from September 2024 to April 2025 was paid late and not in full; and
 - rent from May 2025 to October 2025 was not paid at all.
5. The Landlord's Legal Representative submitted that the Tenant has not paid the rent since the N8 Notice was served.
6. The Tenant did not dispute that she failed to pay the rent on the date it was due as set out in the N8 Notice and did not dispute that she has not paid the rent from November 2025 to January 2026.
7. It was the Tenant's evidence that she has had difficulty paying the rent in full and on time as she has had 3 surgeries from 2024 to 2025 and she had to take time off for the surgeries and was not able to work. In addition, in 2025 she was arrested and placed under house arrest from June to December 2025 and this affected her ability to work.
8. Based on the evidence and submissions provided, I find that the Tenant has persistently failed to pay the rent on the date it becomes due and payable.

Daily Compensation, Filing Fee & Rent Deposit

9. The Tenant was required to pay the Landlords \$487.05 in daily compensation for use and occupation of the rental unit for the period from January 15, 2026 to January 19, 2026.
10. Based on the monthly rent, the daily compensation is \$97.41. This amount is calculated as follows: \$2,963.00 x 12, divided by 365 days.
11. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

12. The Landlord's Legal Representative requested the tenancy be terminated in the standard 11 days considering the Tenant's history of late payment and submitted that the Tenant's failure to pay the rent on time is prejudicial to the Landlords and causing them significant financial stress.
13. The Tenant was not opposed to termination of the tenancy and stated that she wanted to vacate the rental unit but needs more time as she has two children. In this regard, she requested a delay of termination of 5 months.
14. It was the Tenant's evidence that she started working full time again about a month ago and makes approximately \$1,500.00 every two weeks. She also received \$1,200.00 per month in child tax benefits. The Tenant proposed that she would pay the rent from February to May 2026 and that the last month's rent deposit would apply to June 2026, the

last month of the tenancy. The Tenant stated that, during the delay period she would save money each month to put toward first and last month's rent for a new place.

15. The Landlords were opposed to the delay proposed by the Tenant on the basis that the Tenant has arrears of over \$20,000.00, as determined in LTB-L-090167-25 and that the Tenant does not have sufficient income to pay the rent and her other living expenses as well as save for first and last within the 5 months requested.

Analysis

16. Based on the evidence and submissions provided, I do not find the 5-month delay of eviction requested by the Tenant to be reasonable in the circumstances. The Tenant has persistently failed to pay the rent on the date it due and payable and this continued after the N8 Notice was served. Moreover, I am not satisfied that the Tenant would pay the rent in full and on time during the delay period requested as her plan to save for first and last as stated at the hearing does not add up.
17. In this regard, the Tenant's monthly income from her new job is only slightly more than what her monthly rent is. What is left over is her child tax credit, which would be used for essentials like food and transportation. I say this because it was the Tenant's evidence that, during the time she was unemployed and living off her child tax benefits, she could not pay any rent as it was used for essentials. This means that, once the rent and essential expenses are covered, there would be little if anything left over to put toward first and last month's rent. In light of this, I find it likely that the Tenant would breach conditions if ordered to pay the rent in full and on time as she would need the money for her new place.
18. Having said that, I do find some delay to be appropriate considering that the Tenant is a single mother with 2 children and she stated that she does not have any friends or family that she can stay with.
19. Accordingly, 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 not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. Any prejudice this delay may cause the Landlords is mitigated by the last month's rent deposit held by the Landlords.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 March 1, 2026.
4. The Tenant shall pay to the Landlords \$487.05, which represents compensation for the use of the unit from January 15, 2026 to January 19, 2026.

5. The Tenant shall pay the Landlords compensation of \$97.41 per day for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the full amount owing under paragraph 6 of this order, on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Rachel Gibbons
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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 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.