



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-094319-25

In the matter of: 107, 20 HILLSIDE MEADOW DR
TRENTON ON K8V0J7

Between: Kamina Varatharasa Landlord

And

Dylan Rennie Tenant

Kamina Varatharasa (the 'Landlord') applied for an order to terminate the tenancy and evict Dylan Rennie (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on January 8, 2026.

Only the Landlord's Legal Representative, Shasta Pearson, attended the hearing.

As of 10:05 a.m., 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 only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy shall terminate on March 31, 2026, which is the termination date in the Landlord's N8 Notice.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On October 28, 2025, the Landlord gave the Tenant an N8 notice of termination, deemed served on November 2, 2025. The notice of termination alleged that the Tenant had paid rent late 5 times between June 2025 and October 2025.
4. I am satisfied that the Landlord has established on a balance of probabilities that 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 5 times between June 2025 and October 2025

Section 83 Considerations:

5. The Landlord's Legal Representative testified that the Tenant has not paid any rent since the N8 was served.
6. They testified that the property manager sends monthly emails and phones the Tenant to remind him of the rent when it is late. They further testified that she called the Tenant and offered a pay on time order if he paid the rent arrears. The Tenant has not responded. The Landlord's representative also testified that the Tenant has not been paying any of the utilities that they are required to pay under the terms of the tenancy.
7. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
8. 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.
9. Based on the monthly rent, the daily compensation is \$68.88. This amount is calculated as follows: \$2,095.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,095.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$33.87 is owing to the Tenant for the period from April 3, 2025 to January 8, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord 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 Landlord on or after April 1, 2026.

4. The Tenant shall also pay the Landlord compensation of \$68.88 per day for the use of the unit starting April 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Allana McComb
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 October 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.