



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092625-25

In the matter of: Basement (2), 252 GUELPH ST
OSHAWA ON L1H6J4

Between: Kassandra Ramkumar
Leon Ramkumar

Landlords

And

Amanda Higgins
Erin Robillard

Tenants

Kassandra Ramkumar and Leon Ramkumar (the 'Landlords') applied for an order to terminate the tenancy and evict Amanda Higgins and Erin Robillard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

Only the Landlords' Representative, Colleen Quinlan, attended the hearing.

As of 10:06 a.m., 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 Landlords' evidence.

Determinations:

Amendment to the application

1. The Landlord's Representative requested to amend the application as there was an error in the amount of rent reflected. The application indicated that the rent was \$1,947.00 instead of \$1,947.50.
2. I granted the amendment as it was not prejudicial to the Tenants as the Tenants were aware what the rent was when the application was filed and the amendment increased the arrears being sought by \$1.00.

The amount owing

3. The Landlords 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.

5. The lawful rent is \$1,988.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$65.36. This amount is calculated as follows: \$1,988.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to January 31, 2026, are \$8,030.50.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,900.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$118.61 is owing to the Tenants for the period from June 18, 2023, to January 19, 2026.

Relief from eviction

12. Neither Tenant was present for the hearing. However, the Landlord's Representative indicated that the Tenants uploaded a letter to the Portal prior to the hearing, but it was not provided to the Landlord in advance.
13. I will note that documents uploaded to the Portal are not evidence or considered in making my determinations unless they are specifically identified and submitted during the hearing by the party wishing to rely on them. The Tenants did not attend the hearing to give evidence of their circumstances or send an Agent to appear on their behalf.
14. However, the Landlord's Representative did indicate that she reviewed the Tenants letter and provided that the Tenants have lost their jobs and intend to vacate the rental unit by March 1, 2026. The Landlord's Representative provided that the Tenants have a young son and could not attend the hearing due to job interviews.
15. The Landlord's Representative provided that they were unaware of any other circumstance of the Tenants that would support denying or delaying eviction.
16. Based on the submissions of the Landlord's Representative I find that it would not be unfair to delay eviction to February 28, 2026. The Tenants have a young child in the rental unit and are planning to vacate as of March 1, 2026. The Landlords are holding a last month's rent deposit which will minimize the prejudice of a delayed termination.
17. As such, 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.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$8,216.50 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,204.50 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$5,451.73. 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 Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlords compensation of \$65.36 per day for the use of the unit starting January 20, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before February 28, 2026, the Tenants 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 Landlords 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 Landlords on or after March 1, 2026.

January 28, 2026
Date Issued

Nicole Pedron
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 Tenants 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	\$8,030.50
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$8,216.50

B. Amount the Tenants 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	\$10,018.50
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$10,204.50

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

Rent Owing To Hearing Date	\$7,284.34
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	- \$118.61
Total amount owing to the Landlords	\$5,451.73
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$65.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	