



**Order under Section 87 / 88.2 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-034175-25

In the matter of: 1344 KLONDIKE DR
OSHAWA ON L1L0T1

Between: Yalini Gopalapillai Landlords
Rasananthan Anakan

And

Naga Lanka Former Tenants
Priyaneethi Venna

Yalini Gopalapillai and Rasananthan Anakan (the 'Landlords') applied for an order requiring Naga Lanka and Priyaneethi Venna (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Further, the Landlords applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Further, the Landlords applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 10, 2025.

The Landlord Rasananthan Anakan, the Landlords' Legal Representative John Lambe, the Tenant Naga Lanka, and the Former Tenants' Legal Representative Ian Gardner attended the hearing.

Determinations:

Preliminary Issue – s. 43(2)(a) Consideration

1. At the outset of the hearing, the Former Tenants' Legal Representative raised the issue of the Former Tenants' tenancy having been terminated as of November 22, 2024, as the

Former Tenants had vacated the unit on or before said date which was the termination date of the Landlord's notice of termination.

2. Section 43 of the *Residential Tenancies Act, 2006* (the 'Act') states:

43 (1) *Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall,*

- (a) identify the rental unit for which the notice is given;*
- (b) state the date on which the tenancy is to terminate; and*
- (c) be signed by the person giving the notice, or the person's agent.*

(2) If the notice is given by a landlord, it shall also set out the reasons and details respecting the termination and inform the tenant that,

- (a) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in clause (1) (b);*
- (b) if the tenant does not vacate the rental unit, the landlord may apply to the Board for an order terminating the tenancy and evicting the tenant; and*
- (c) if the landlord applies for an order, the tenant is entitled to dispute the application.*

3. The Landlords' claim included rent for the months of December, January and February, as well as utility bills for the same period, and claims of substantial interference.
4. Having confirmed by way of the Landlords' own application, I find that the tenancy was terminated as of November 22, 2024, the date the Former Tenants vacated in accordance with s. 43(2)(a). As such, the Landlords claims with respect to rent, utilities and substantial interference are moot as the term claimed was a period in which the tenancy had already been terminated and as such, the Former Tenants' are not owing any monies to the Landlords.

It is ordered that:

1. The Landlords' Application is dismissed.

March 4, 2026
Date Issued

Jagger Benham
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.