



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

File Number: LTB-L-106197-25

In the matter of: UNIT 2221, 700 HUMBERWOOD
BOULEVARD
ETOBICOKE ON M9W7J4

Between: LOGESWARAN VIJAYARATNAM

Landlord

And

DENZIL LEWIS

Tenant

LOGESWARAN VIJAYARATNAM (the 'Landlord') applied for an order to terminate the tenancy and evict DENZIL LEWIS (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 March 3, 2026.

The Landlord, the Landlord's Legal Representative, Barrington Lue Sang, and the Tenant attended the hearing.

Adjournment request denied

1. At the outset of the hearing, the Tenant requested an adjournment, stating that he had to leave for work. The Tenant stated that he had received the Notice of Hearing from the Board. However, the Tenant did not provide the Board with a satisfactory explanation as to why he could not take a day off, or at least a couple of hours off, to participate in the hearing.
2. Based on the limited information provided by the Tenant, I am not satisfied, on a balance of probabilities, that the Tenant was unable to take a couple of hours off work to complete the hearing. Parties are expected to make the necessary arrangements to attend a case management or merits hearing on the date set out in the Notice of Hearing. The Tenant received sufficient notice of the hearing and was provided with an adequate opportunity to

prepare evidence and submissions. I find that the Tenant failed to do so. The adjournment request is therefore denied.

3. The Board advised the Tenant that, because the request was denied, he was required to remain at the hearing and be prepared to proceed. The Board further advised that if he left without permission, the hearing would continue in his absence. The parties were then placed in a private meeting room to discuss the issues. At 1:39 p.m., the Landlord's Legal Representative returned to the hearing room and advised the Board that the Tenant had left the hearing room and stated that he would not be returning. At 1:40 p.m., the hearing proceeded on the Landlord's evidence only.

Determinations:

L1 Application – Non-Payment of Rent

5. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to April 1, 2026, are \$19,200.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,400.00 from the Tenant 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.
13. Interest on the rent deposit, in the amount of \$72.84 is owing to the Tenant for the period from December 1, 2024, to March 3, 2026.

L2 Application – Persistent Late Payment of Rent

14. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 2nd day of each month. The rent has been paid late 12 times in the past 12-month period from January 2025 through December 2025.
15. The Landlord's legal representative stated that since the N8 notice of termination was served to the Tenant, the Tenant has continued to pay the rent late for the months of January, February and March 2026.

16. On the basis of the uncontested evidence before the Board, I am satisfied, on a balance of probabilities, that the Tenant has consistently failed to pay the rent on the date it was due.

Relief from Eviction

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 23, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$14,670.96. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting March 4, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 23, 2026, then starting March 24, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 24, 2026.

March 12, 2026
Date Issued

Joy Xiao
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 September 24, 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 as the tenancy is terminated

Rent Owing To March 3, 2026	\$16,957.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,400.00
Less the amount of the interest on the last month's rent deposit	-\$72.84
Total amount owing to the Landlord	\$14,670.96
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$78.90 (per day)