



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

File Number: LTB-L-105385-25

In the matter of: BASEMENT, 265 WRIGHT CRES
AJAX ON L1S5S5

Between: SANJEEWA ILLEPERUMA Landlord
KUMUDUNI JAYAWARDANA

And

HYACINTH EVANS Tenants
ALEKSANDAR EVANS

SANJEEWA ILLEPERUMA and KUMUDUNI JAYAWARDANA (the 'Landlord') applied for an order to terminate the tenancy and evict HYACINTH EVANS and ALEKSANDAR EVANS (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 23, 2026.

The Landlord, the Landlord's Legal Representative, Thirusenthuran Sivapatham, and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Are the Tenants still in Possession

1. The Tenants testified that they vacated the rental unit on January 10, 2026. The Landlord testified that the Tenants are still in possession of the rental unit as they still have a car in the driveway, items in the rental unit and they never notified them that they had vacated or returned the key.
2. The Tenants testified that they did not tell the Landlord when they had vacated the rental unit as they were having issues with the upstairs tenants. The Tenants further acknowledged that they do have a car in the driveway, they have not returned the key, and they have items in the rental unit, though they classified the items as "remaining garbage". The Tenants also did not dispute that they only told the Landlord they had vacated the unit one week before the hearing date.
3. Based on the evidence provided, I am not satisfied that the Tenants have established on a balance of probabilities that they vacated the rental unit on January 10, 2026. The Tenants own testimony acknowledges they still have items in the rental unit, as well as a car, and

they never told the Landlord they were leaving or returned the key. Therefore, I find the Tenants were still in possession of the rental unit on the hearing date.

L1 Application:

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants originally testified they never received an N4 notice, however, they later testified that they saw the Landlord's Legal Representative leave a letter in the mailbox, though he did not give it to them personally. I am satisfied that the N4 was served on the Tenants through an appropriate method.
5. 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.
6. The lawful rent is \$1,850.00. It is due on the 15th day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. At the hearing, the parties consented to a termination date of February 28, 2026. The Tenants stated that they would remove all their items and fully vacate the rental unit by February 28, 2026.
10. The rent arrears owing to February 28, 2026 are \$8,051.48.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Section 83 Considerations:

13. The Tenants consented to a termination date of February 28, 2026 in the event I found that they had not vacated by January 10, 2026.
14. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants terminates on February 28, 2026.
2. The Tenants shall pay to the Landlord \$8,237.48 for arrears up to February 28, 2026, inclusive of the filing fee.
3. The Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting March 1, 2026 until the date the Tenants move out of the unit.

4. If the Tenants do not pay the Landlord the full amount owing on or before March 22, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 22, 2026, then starting March 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 23, 2026.

March 11, 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 expires on September 23, 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.