



**Order under Section 87 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-075963-23

In the matter of: 51 Frederick Taylor Way
East Gwillimbury ON L0G1M0

Between: Tharshini Perumainar Landlord
Perumainar Visvalingam

And

Silvia Barraclough Former Tenant
Jaime Barraclough

Tharshini Perumainar and Perumainar Visvalingam (the 'Landlord') applied for an order requiring Silvia Barraclough and Jaime Barraclough (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Tharshini Perumainar and Perumainar Visvalingam (the 'Landlord') applied for an order requiring Silvia Barraclough and Jaime Barraclough (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Tharshini Perumainar and Perumainar Visvalingam (the 'Landlord') applied for an order requiring Silvia Barraclough and Jaime Barraclough (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on October 9, 2025.

Only the 1st named Landlord Tharshini Perumainar attended the hearing.

As of 9:29 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Procedural History:

1. This application appeared before the Board on August 20, 2024, and adjourned by the Board for service on the Tenant Silvia Barraclough. The parties agreed to remove Jaime Barraclough.
2. The matter appeared before the Board again on June 12, 2025, and adjourned as there was no evidence the Landlord served Silvia Barraclough.

Determinations:

1. As explained below, the Landlord did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. I am not satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
3. I turn to Rule 3.3 states that:

"In addition to methods of service identified in the RTA a document may be served on a tenant or former tenant no longer in possession of a rental unit, by:

ii. if it can be proven that the contents actually came to the attention of the tenant or former tenant."

4. The evidence submitted was an email dated September 15, 2025. There is no evidence that this email was ever brought to the Tenants' attention.
5. Additionally, Rule 5.16 states:

" Pursuant to Rule 5.16, the LL is required to file proof of service at least 20 days prior to the hearing date."

6. The Landlord failed to upload, file, or provide any evidence that this notice of hearing was delivered within the required 20 days. The only email provided contained the Landlord's evidence but not the Notice of Hearing.
7. Further, the Landlord never filed a Certificate of Service – L10 Serving a Former Tenant or Tenant No Longer in Possession of the Rental Unit, neither for this hearing nor the passed two hearing.
8. I considered Rule 5.17 and Rule 21.8 of the Board's Rules of Procedure in determining this was not a case that warranted an adjournment. The Landlord is required to exercise some diligence to ensure their application can proceed. In my view, this includes reading the application and the Notice of Hearing and complying with the service requirements or making a reasonable attempt to do so. Other than the utterance the Landlord made "just email", I find that the Landlord provide no evidence to show what steps they have taken to locate the Tenant. Further, the Landlord did not demonstrate any efforts were attempted to locate the Tenant.

9. I also considered the prejudice to the Landlord in not adjourning the file, however, in my view, this prejudice is a result of the Landlord's failure to act on the clear instructions contained in the application and the Notice of Hearing to serve the documents to the Former Tenants. Additionally, this matter was adjourned from August 2024 and more recently June 2025, for the same issue of service. The Landlord could have attended the hearing prepared to demonstrate they had been diligent in trying to serve the Former Tenants and were likely to succeed if the matter was adjourned. This was not the case here. For these reasons, I did not find there was a reasonable basis to adjourn the file, and I dismissed the Landlord's application because of a lack of service.

It is ordered that:

1. The Landlord's application is dismissed.

March 24, 2026
Date Issued

Anthony Bruno
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.