



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

File Number: LTB-L-098795-25

In the matter of: UPPER UNIT, 22 COWAN DRIVE
THOROLD ON L2V4Y8

Between: Raghavendra N Hanumanthaiah Landlord
Jyothsna Y Jayakumarreddy

And

Michael Steven Muizelaar Tenant

Raghavendra N Hanumanthaiah and Jyothsna Y Jayakumarreddy (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Steven Muizelaar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

Raghavendra N Hanumanthaiah and Jyothsna Y Jayakumarreddy (the 'Landlord') also applied for an order to terminate the tenancy and evict Michael Steven Muizelaar (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Raghavendra N Hanumanthaiah and Jyothsna Y Jayakumarreddy (the 'Landlord') also applied for an order requiring Michael Steven Muizelaar (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement (L2 application).

These applications were heard by videoconference on March 17, 2026 at 09:00 am.

Only the Landlord Representative Sunil Shivaji R Ghuge, and the Landlord attended the hearing.

As of 09:30 am, the Tenant was 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 Landlord's evidence.

Determinations:

L1 application

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: $\$2,250.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$18,625.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,250.00 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.
9. Interest on the rent deposit, in the amount of \$133.86 is owing to the Tenant for the period from October 4, 2023 to March 17, 2026.

L2 application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
11. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

12. On November 11, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. Commencing May 2024 the Tenant, contrary to the lease, failed to pay the utilities (internet, hydro, gas and water) resulting in the Landlord being required to pay them at an amount of \$4,038.00.

13. The schedule A to the N5 notice also stated that the Tenant would have 7 days to correct the omission, by paying to the Landlord \$4,038.00 on or before November 1, 2026.
14. The N5 Notice also gave a termination date of December 10, 2025.
15. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. Specifically, it was the Landlord's uncontested testimony that the Tenant refused to pay the amount owing. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

16. Based on the monthly rent, the daily compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
17. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,250.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$133.86 is owing to the Tenant for the period from October 4, 2023 to March 17, 2026.
19. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for unpaid utilities

20. The Tenant failed to pay internet, hydro, gas and water costs that they were required to pay under the terms of the tenancy agreement.

Relief from eviction.

21. 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.
22. Specifically, given the amount owing pursuant to the both the L1 and L2 applications, and the fact the Tenant did not appear, I am satisfied to grant relief would prejudice the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective April 5, 2026
2. The amount the Tenant shall pay to the Landlord \$18,625.00 pursuant to the L1 application.
3. The Tenant shall also pay to the Landlord \$4,038.00 pursuant to the L2 application.

4. The Tenant shall also pay to the Landlord \$201.00 representing the cost of filing the applications.
5. The total amount the Tenant owes the Landlord is \$22,864.00.
6. The Tenant shall also pay the Landlord compensation of \$73.97 per day for the use of the unit starting March 18, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 5, 2026, then starting April 6, 2026, the Landlord 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 Landlord on or after April 6, 2026.

March 25, 2026
Date Issued

Kelly Delaney
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 October 6, 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.