



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rajah v Marshall, 2026 ONLTB 20961

Date: 2026-03-27

File Number: LTB-L-107410-25-AO

In the matter of: 39 BUTCHER STREET
BEAVERTON ON L0K1A0

Between: Sugirtharanee Rajah Landlords
Rajah Thillaiampalam.

And

Kinsey Marshall Tenants
Ross Thompson

The Landlord requested the order amended with the correct spelling of the Landlord's name. No other changes have been made.

Sugirtharanee Rajah and Rajah Thillaiampalam (the 'Landlords') applied for an order to terminate the tenancy and evict Kinsey Marshall and Ross Thompson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 3, 2026.

The Landlord, Sugirtharanee Rajah, and the Landlord's representative, Thirusenthuran Sivapatham attended the hearing. Interpretation from English to Tamil was provided by the Landlord's daughter, Kema Rajah.

The Tenant, Ross Thompson ('RT'), attended on behalf of both Tenants.

Preliminary Issues:

Request to Adjourn

1. RT requested to adjourn the matter because his partner, Tenant Kinsey Marshall, had a stroke and could not participate, and he had surgery on his hand in January and is still off work. He said as a result of his healing, he was unable to serve and file his s. 82 issues seven days before the hearing.

2. I canvassed the Tenant whether he was in any pain and he said no, and that he planned to return to work on March 20, 2026. I asked him if the use of his hand would interfere or compromise his ability to actively participate in the hearing, and he said no.
3. Neither Tenant provided any documentation of their illness, and so without it I cannot be sure that their condition is serious or ongoing in a way that would prevent them from participating or prevent the Board from holding an adequate hearing.
4. The application was filed December 20, 2025 and the Notice of Hearing mailed out on February 4, 2026. I am satisfied the Tenants have received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date. Accordingly, the request to adjourn is denied.

Request to Amend

5. The Landlord requested to amend their application to include their spouse, Rajah Thillaiampalam.
6. The Tenants did not dispute the request.

The application was amended to include Rajaa Thillaiampalam as a Landlord.

Determinations:

L1 application

7. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$3,047.00. It is due on the 15th day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$100.18. This amount is calculated as follows: \$3,047.00 x 12, divided by 365 days.
11. The Tenants have not made any payments since the application was filed.
12. The rent arrears owing to March 14, 2026 are \$14,174.12. The Tenants did not dispute the arrears.
13. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,900.00 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.

15. Interest on the rent deposit, in the amount of \$188.71 is owing to the Tenants for the period from June 15, 2023 to March 3, 2026.

Relief from Eviction

16. 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 not be unfair to postpone the eviction until April 14, 2026 pursuant to subsection 83(1)(b) of the Act. The parties agreed to terminate the tenancy on April 14, 2026 given the health issues of the Tenants and their inability to afford the rent.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,407.12 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 14, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,927.47. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$100.18 per day for the use of the unit starting March 4, 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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 15, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 14, 2026, then starting April 15, 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 15, 2026.

March 27, 2026
Date Issued

Vanessa Davies
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 15, 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 to void the eviction order and continue the tenancy if the payment is made on or before April 14, 2026

Rent Owing To April 14, 2026	\$17,221.12
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,407.12

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,830.18
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$188.71
Total amount owing to the Landlord	\$9,927.47
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$100.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

