



Order under Section 69 Residential Tenancies Act, 2006

Citation: Vingnanalingam v. Lopez, 2026 ONLTB 16094

Date: 2026-03-31

File Number: LTB-L-103753-25

In the matter of: MAIN, 97 MULLEN DR
AJAX ON L1T2B3

Between: Dhilip Vingnanalingam Landlord

and

Tamarisha Lopez Tenants
Royan Lopez

Dhilip Vingnanalingam (the 'Landlord') applied for an order to terminate the tenancy and evict Tamarisha Lopez and Royan Lopez (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

The Landlord's Representative, Thirusemthuran Sivapatham, the Landlord, and the Tenant, Tamarisha Lopez, on her own behalf and on behalf of the other tenant, attended the hearing. The Tenant declined the opportunity to speak with Duty Counsel prior to the start of the proceeding.

The hearing was then reconvened to address issues identified in endorsement LTB-L-103753-25 that issued on March 10, 2026.

At the return of the hearing on March 27, 2026, the Landlord's Representative, Thirusemthuran Sivapatham, the Landlord, and the Tenant, Tamarisha Lopez, on her own behalf and on behalf of the other tenant, attended.

All references in this order to the Tenant – singular - are to the Tenant who attended.

Determinations:

1. The tenancy is terminated with 11 days for the Tenants to pay all amounts outstanding and void this order; failing, which the Landlord is able to file this order with the Sheriff for enforcement if the Tenants have not moved out.
2. As of the hearing date, the Tenants were in possession of the rental unit.

What is the lawful rent?

3. At the reconvened hearing, the Landlord testified the tenancy began on January 15, 2023. The Tenant could not recall exactly and thought it might have been in 2024; however, when it was noted the lease was signed in January 2023, she accepted the tenancy began in 2023.
4. The lease indicates the lawful rent was initially \$2,700.00 with a \$200.00 prompt payment discount.
5. At the hearing the Landlord testified the rent was \$2,500.00 when the tenancy began. He further testified the lease was drafted by his realtor, and that he had never charged the Tenant \$2,700.00, even though the Tenant had been late in paying her rent.
6. The Tenant testified when she moved in she understood her rent was \$2,500.00 and that she had never heard of rent being \$2,700.00.
7. Based on the above evidence of the parties, I find the tenancy began on January 15, 2023, with an initial lawful rent of \$2,500.00.
8. The Landlord testified a N1 - Notice of Rent Increase ('NORI') was served on the Tenants for a rent increase of \$62.00 to take effect on April 15, 2024. The Landlord testified this NORI was mailed to the Tenants at the rental unit on January 10, 2024, and the Tenant admitted this NORI was received.
9. The *Residential Tenancies Act, 2006* (the 'Act'), regulates how, when, and by how much rent can be increased. Most relevant to the circumstances before me are sections 116, 119 and 120.
10. Under sections 119 and 120 rent may increase every 12 months by the guideline amount set by the government and under section 116 of the Act, a landlord must provide a tenant with 90 days written notice of an intended guideline rent increase on the approved LTB Form.
11. The Act also provides when a notice or document is deemed to have been sufficiently given and under section 191(3) of the Act a notice or document is deemed to have been sufficiently given on the fifth day after mailing.
12. I find the rent increase of \$62.00, i.e. from \$2,500.00 to \$2,526.00, was less than the allowable guideline increase of 2.5% for 2024. I further find that the 2024 NORI was deemed sufficiently given to the Tenants 90 days in advance of the date the increase was to take effect on April 15, 2024, in accordance with the requirements under the Act. As a result, I am satisfied that the rent increase on April 15, 2024, was lawful.
13. The Landlord also testified he had mailed a NORI for a rent increase of \$64.00 to take effect on April 15, 2025, to the rental unit on January 10, 2025. The Tenant denied receipt of this NORI.
14. The Landlord testified he knew the date the 2025 NORI was mailed as it was reflected in notes he kept. He also testified that he likes to try and do things on the same day each year to keep things consistent.

15. The issue with respect to service of a notice under the Act is not whether the Tenants received the notice but instead whether the Landlord delivered the notice in accordance with the Act.
16. In *Toronto Community Housing Corp. v. Zelsman*, 2017 ONSC 5289, the Divisional Court affirmed the Member's analysis of the Act and rules with respect to service as follows:
 14. Subsection 191(1) of the Act says that a document like a notice of rent increase "is sufficiently given to a person" by way of a number of permissible methods including many methods other than personal service. Some of those permissible methods are listed in the Act and some can be found in the Board's Rules. What subsection 191(1) means is that a [sic] long as someone like the Landlord in this case sends the document to the Tenant by one of the permissible methods, then under the Act the Tenant has been served whether she actually received the document or not because it was "sufficiently given" if served in accordance with section 191.
 15. This interpretation of subsection 191(1) is supported by the other provisions of the section. Subsection 191(3) says when a notice is served by mail (which is a permissible method of service) it is deemed to have been received five days after mailing. Clearly, it is not unknown for individuals not to receive things that are mailed to them but under subsection 191(3), as long as it was mailed the recipient is deemed to have received it. Subsection 191(2) says that when a notice is not given in accordance with one of the permissible methods it "shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period". In other words the only time the Landlord has to establish the Tenant actually received the notice of termination is when it fails to use one of the methods of service that are permissible under the Act and Rules. As such, the Landlord does not have to establish the notice was received if properly served.
17. I found the Landlord's evidence that he mailed the 2025 NORI to the Tenants at the rental unit was both internally consistent and consistent with the amounts charged for rent on his ledger and therefore found it credible. I therefore accept it and find it more likely than not that the Landlord mailed the 2025 NORI to the Tenants at the rental unit on January 10, 2025.
18. Having been mailed on January 10, 2025, I find the 2025 NORI was deemed sufficiently given to the Tenants on January 15, 2025, which is 90 days in advance of the date the increase was to take effect on April 15, 2025, and so find the NORI was properly given in accordance with the requirements under the Act.
19. I also find the rent increase of \$64.00, i.e. from \$2,562.00 to \$2,626.00 is within the allowable guideline increase of 2.5% for 2025 and so find the April 15, 2025 rent increase was lawful.
20. The lawful rent is \$2,626.00. It is due on the 15th day of each month.
21. Based on the Monthly rent, the daily rent/compensation is \$86.33. This amount is calculated as follows: \$2,626.00 x 12, divided by 365 days.

Tenants are responsible for rent and the arrears

22. The Tenant testified they left the rental unit in July 2025 after their residence permits expired.
23. The Tenant testified both she, and her elder daughter after she left, attempted to contact the Landlord but he did not respond.
24. The Tenant testified she hid the key in the same spot the realtor had originally cached it and left their belongings in the rental unit. She testified her daughter, who stayed behind, came by and checked the rental unit while they were away and noted the Landlord had not collected his mail where they left a note for the Landlord from the rental unit.
25. The Tenant submits the Landlord was aware of their immigration status when they rented from him, and they should not have to pay rent for the time they were not living in the rental unit. She submits the Landlord could have rented out the rental unit furnished while they were away and that it was the Landlord's own failure to check the rental unit, check the mailbox at the rental unit, or respond to their calls and texts that resulted in the accumulation of arrears. The Tenant submitted she had changed phones and so did not have details of these communications.
26. The Landlord testified he was never made aware the Tenants moved away. He testified he reached out to the Tenant via email at least 4 times and never heard from her. No copies of these emails were submitted into evidence.
27. The Tenant testified they had no wi-fi/data due to Hurricane Melissa, and, it was agreed that Hurricane Melissa took place in October.
28. When the Tenants returned to Canada, they reoccupied the rental unit.
29. At the reconvened hearing, the Tenant also submitted the Landlord knew they had left the rental unit as he and/or his realtor had been inside the rental unit on multiple occasions without ever having provided notice of entry.
30. The Tenant testified during an inspection on January 20, 2026, the realtor admitted he was in the rental unit the week before. She also testified she had spoken with her neighbours who told her they had seen the door to the rental unit open a month before and described a car that matched that of the realtor's in the drive.
31. The Landlord denied he ever entered the rental unit without providing notice and denied knowledge of any alleged illegal entries by his realtor.
32. Regardless of the above, the Tenant admitted she never told the Landlord they were not coming back to the rental unit and that they had left their possessions in the rental unit.
33. In the above circumstances, I find the Tenants did not terminate the tenancy, and did not give up possession of the rental unit as they did not remove their belongings and returned to the rental unit upon their return to Canada.
34. Even if the Landlord was aware or ought to have been aware that the Tenants had left the rental unit, I also do not find it was the Landlord's responsibility to make arrangements for

the Tenants to be able to pay rent while they were out of the country nor was I satisfied any such agreement was reached as the Tenant clearly testified she never heard from the Landlord and so I find there could have been no meeting of the minds.

35. The Tenants are the ones who entered into the tenancy and, as I have found the tenancy has and is continuing, it is the Tenants who are and were responsible for paying the rent including what are now rent arrears that accumulated while they resided outside of Canada.

Amount of arrears

36. At the initial hearing, the Landlord submitted the rent for the month of February was not included on their L1/L9 Information Update Form; however, the Landlord's ledger that is attached to this form clearly indicates rent was charged and not paid on February 15, 2025.
37. Three (3) months' rent came due after the application was filed on December 15, 2025, January 15, 2026, and February 15, 2026, for a total of \$7,878.00 which is the amount that was indicated on the L1/L9 Update Information Form at the initial hearing. As a result, I find February's rent was already claimed.
38. At the reconvened hearing, although I initially accepted the Landlord's representative statement that a further two month's rent had come due since the initial hearing. However, on reflection following the hearing as the rent is due on the 15th I find that only one additional month's worth of rent could have and did come due since the first hearing on February 17, 2026. That was the rent due on March 15, 2025.
39. It was not disputed that the Tenants have not paid any rent since the filing of the application.
40. I therefore find the rent arrears owing to April 14, 2026, are \$20,130.00.
41. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Amount of last month's rent deposit

42. The Tenant testified the Landlord's realtor collected an additional two month's rent from her at the outset of the tenancy and that she had not received any receipts for these payments from him.
43. The Landlord denied he ever collected additional months' worth of rent from the realtor. The Landlord's realtor was not present to testify.
44. There is no indication on the lease that any amount greater than one month's rent was collected by the Landlord and I was not satisfied that the Landlord's evidence was not credible.
45. In the above circumstances, I was not satisfied the Tenant demonstrated the Landlord collected more than one month's rent deposit from the Tenants.

46. I therefore find it more likely than not that the Landlord collected a rent deposit of \$2,500.00 from the Tenants 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.
47. Interest on the rent deposit, in the amount of \$187.86 is owing to the Tenants for the period from January 15, 2023, to March 27, 2026.

No mandatory denial of eviction

48. The Tenant submitted the Landlord engaged in a pattern of non-responsiveness and was in serious breach of their maintenance and safety obligations such that eviction must be denied under subsection 83(3)(a) of the Act.
49. Subsection 83(3)(a) of the Act provides the LTB shall refuse to grant the application where satisfied that the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement.
50. What is required is a serious breach of a landlord's responsibilities. With respect to maintenance and/or repair issues this is not established simply by a rental unit being in poor condition and/or in need of extensive repairs – a contextual approach must be applied. In addition, given the use of the present tense in s. 83(3)(a), the Landlord's breach must also be ongoing at the time of the hearing [see *Puterbough v. Canada Public Works and Government Services*, [2007] O.J. No. 748 at paras. 21-22, 27-28].
51. The Tenant alleged a general pattern of negligence with respect to maintenance; although she admitted the Landlord was present and inspected the premises in January 2026.
52. The Tenant testified their garage door, the two smoke alarms and 'everything' was not working, and that she could not go into the backyard for which she was supposed to be responsible.
53. I found the Tenant's evidence with respect to 'everything' and the backyard to be too general to support finding there was a serious and ongoing breach on the part of the Landlord.
54. There was also no evidence that suggested that even if I accepted that the garage door was not working - an issue on which I make no determination – that this would rise to the level of serious as contemplated under the Act.
55. The Tenant testified she told the Landlord the smoke alarms were not working. She also testified she could not provide the date she told him because her phone changed when she left the country. From this I infer the Tenant told the Landlord before she returned in January 2026.
56. The Landlord testified the Tenant never told him the smoke alarms were not working and that he responded when the Tenant raised issues in the rental unit. In any event, the Landlord testified when he recently inspected the rental unit in January the smoke alarms were working and I found this evidence credible and accept it.

57. In the above circumstances, I do not find the Tenants have demonstrated the smoke alarms were not working at the time of the hearing. As a result, I do not find the Landlord is in serious and ongoing breach of their obligations with respect to the smoke alarms and the application is not denied under subsection 83(3)(a).

Other relief from eviction

58. The Landlord sought an order for termination and eviction with 11 days for the Tenants to pay all the outstanding amounts and void the order.

59. At the initial hearing, the Tenant confirmed they then had no income. The Tenant testified she was supposed to start a job the day of the hearing, and that her husband was halfway through a 2-month course that would enable him to gain admission to the union and that he is applying for Employment Insurance.

60. During the reconvened hearing, which took place over a month after the initial hearing, the Tenant testified her monthly income was \$1,600.00 and confirmed there was no other income in the rental unit.

61. Given the only evidence of income is less than the lawful rent, I was not satisfied the tenancy was viable and determined termination would be ordered.

62. The Tenant was advised at the reconvened hearing that the tenancy would be terminated unless they were in a position to pay all the amounts outstanding. The question that remained was whether, and if so by how much, the date on which the Tenants were to move out and the Landlord could take the order to the Sheriff for eviction would be delayed.

63. The Tenant sought 3 months to find another place to live. The Tenants' two minor children live in the rental unit and attend the local schools. The Tenant testified that while they have gotten help from a friend in Markham, they cannot stay with them.

64. The Landlord testified he is experiencing hardship – both emotional and financial - as a result of the Tenants' failure to pay rent. The Landlord testified he is behind on his mortgage and property taxes and has incurred late fees. He has two children and testified he is having a hard time paying the bills and cannot do anything with his family.

65. The arrears are significant and have grown between the initial and reconvened hearing, there is no prospect for continuation of the tenancy, the Landlord is experiencing significant financial stress, and, if the Tenants overhold there will still be a period of time before the Sheriff attends.

66. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord attempted to reach out to the Tenants, I 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 is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,316.00 if the payment is made on or before April 11, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 11, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 11, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,124.43. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$86.33 per day for the use of the unit starting March 28, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 11, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 12, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 11, 2026, then starting April 12, 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 12, 2026.

March 31, 2026
Date Issued

Rebecca Case
Vice Chair, 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 12, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 11, 2026

Rent Owing To April 14, 2026	\$20,130.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,316.00

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

Rent Owing To Hearing Date	\$18,626.29
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$187.86
Total amount owing to the Landlord	\$16,124.43
Plus daily compensation owing for each day of occupation starting March 28, 2026	\$86.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	