



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT LIMITED PARTNERSHIP v LINKASAMY, 2026 ONLTB 28459

Date: 2026-04-09

File Number: LTB-L-003708-26

In the matter of: 1214, 567 SCARBOROUGH GOLF CLUB RD
TORONTO ON M1G1H5

Between: CAPREIT LIMITED PARTNERSHIP

Landlord

And

PAKKIYARASA LINKASAMY,
PUBANESWARY PAKKIYARASA, VOMIKA
PAKKIYARASA

Tenants

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict PAKKIYARASA LINKASAMY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

The Landlord's Legal Representative, Reshma Nair, Pubaneswary Pakkiyarasa and Vomika Pakkiyarasa attended the hearing.

Preliminary Issue:

1. The Landlord's Legal Representative submitted that the only Tenant of the rental unit is not present and she is unable to address this matter with the occupants present today. Ms. Nair stated that she was given direction from the Landlord that Pakkiyarasa Linkasamy is the only Tenant registered on the lease. She was not able to provide me with a copy of the lease.
2. The Tenant's family submitted that the Tenant, Pakkiyarasa Linkasamy is not allowed to reside or attend at the rental unit due to a criminal matter. A copy of the Crown's charging document was provided at the hearing and a letter from the Victim Witness Assistance Program was also provided. As the Tenant's wife and daughter have resided with the Tenant since 2018, I am satisfied that they too are Tenants of the rental unit.

Determinations:

3. The Landlord 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$1,670.81. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$54.93. This amount is calculated as follows: $\$1,670.81 \times 12$, divided by 365 days.
7. The Tenants have paid \$6,200.00 to the Landlord since the application was filed.
8. The rent arrears owing to March 31, 2026 are \$820.55.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,670.81 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.
11. Interest on the rent deposit, in the amount of \$8.56 is owing to the Tenants for the period from January 1, 2026 to March 30, 2026.
12. 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 30, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenants are in the process of rearranging their financing so as to meet their rental obligations and in the circumstances, they should be given some extra time.

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:**
 - \$2,677.36 if the payment is made on or before April 30, 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 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 30, 2026.**

5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$695.73. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$54.93 per day for compensation for the use of the unit starting March 31, 2026 until the date the Tenants move out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 1, 2026.

April 9, 2026
Date Issued

Carrie Bertrand
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 November 1, 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 30, 2026

Rent Owing To April 30, 2026	\$8,691.36
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
Total the Tenant must pay to continue the tenancy	\$2,677.36

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

Rent Owing To Hearing Date	\$6,997.64
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
Less the amount of the last month's rent deposit	- \$1,670.81
Less the amount of the interest on the last month's rent deposit	- \$8.56
Total amount owing to the Landlord	\$(695.73)
Plus daily compensation owing for each day of occupation starting March 31, 2026	\$54.93 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	