



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cojocaru v Saha, 2026 ONLTB 28565

Date: 2026-04-07

File Number: LTB-L-007731-26

In the matter of: Room 3, 14 CHESTNUT LANE
ST CATHARINES ON L2T1G4

Between: Liviu Cojocaru Landlord

And

Kaushik Saha Tenant

Liviu Cojocaru (the 'Landlord') applied for an order to terminate the tenancy and evict Kaushik Saha (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 2, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

Section 82 Claims

1. Pursuant to section 82 of the *Residential Tenancies Act, 2006*, (the 'Act'), Tenants are permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. Section 82(2) of the Act requires a Tenant to give advance notice to the Landlord of the Tenant's intent to raise the issue at the hearing and this notice shall be in writing. Pursuant to Board Rule of Procedure 19.4, the Tenant must provide the list of s.82 issues and the supporting evidence to the Landlords and the Board at least 7 days before the hearing.
2. Although the Tenant provided the Board with a list of the s. 82 issues, the Tenant did not provide to the Landlord the list of the s.82 issues nor any supporting evidence. The Tenant did not offer a satisfactory explanation to the Board about why he failed to serve the Landlord with the required s. 82 list and evidence. Because of these reasons, the Tenant's

section 82 issues were not heard. However, it should be noted that this does not preclude the Tenant in filing their own separate application about these issues to the Board.

L1 Application

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$600.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to April 30, 2026 are \$2,400.00.
9. The Landlord collected a rent deposit of \$600.00 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.
10. Interest on the rent deposit, in the amount of \$19.90 is owing to the Tenant for the period from November 12, 2024 to April 2, 2026.

Relief from Eviction

11. The Landlord is requesting a standard 11-day eviction order. The Landlord indicated that due to the Tenant's rent arrears, the Landlord has faced financial hardships in paying for the expenses related to the rental unit. The Landlord expressed concern that the Tenant does not get along with other tenants who rent rooms in the same rental unit, and some have left because of the Tenant.
12. The Tenant would like to remain in the rental unit. The Tenant indicates he lost his job in December 2025. The Tenant initially said he has all the rent money owed to the Landlord and can pay the Landlord immediately, then at another time in his testimony indicated he will have to borrow the money. Based on the Tenant's current income, there is not enough money to pay the rent, therefore this tenancy is not viable. I will delay the eviction to April 30, 2026, to afford the Tenant time to pay the arrears and void the order or find a new rental unit.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

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:**
 - \$2,400.00 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,219.56. This amount includes rent arrears owing up to the date of the hearing. 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 \$19.73 per day for the use of the unit starting April 3, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. 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.
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 May 1, 2026.

April 7, 2026
Date Issued

Paula West Oreskovich
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	\$2,400.00
Total the Tenant must pay to continue the tenancy	\$2,400.00

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

Rent Owing To Hearing Date	\$1,839.46
Less the amount of the last month's rent deposit	- \$600.00
Less the amount of the interest on the last month's rent deposit	- \$19.90
Total amount owing to the Landlord	\$1,219.56
Plus daily compensation owing for each day of occupation starting April 3, 2026	\$19.73 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	