



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005051-26

In the matter of: 25 bowen place
Oakland ON N0E1R0

Between: Viplanarayanan Rudrasingham Landlord

And

Wendy Wood Tenants
David Carey Teeple

Viplanarayanan Rudrasingham (the 'Landlord') applied for an order to terminate the tenancy and evict Wendy Wood and David Carey Teeple (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 23, 2026.

The Landlord and the Tenant, Wendy Wood attended the hearing.

Determinations:

Preliminary Issue – Service of the N4 Notice of Termination

1. At the hearing, I raised a preliminary issue that the Landlord had not uploaded a Certificate of Service to the Tribunals Ontario Portal ('TOP').
2. The Landlord initially testified that he served the N4 Notice of Termination in December 2025. The Tenant, Wendy Wood ('WW') disputed receiving any N4 Notice of Termination at which point the Landlord stated that he served the N4 Notice of Termination on January 2, 2026, which is the date of the N4 Notice of Termination. The Landlord testified he drafted and served the notice directly on WW on January 2, 2026, which was the same day he had obtained instruction from Board staff on completing the N4 notice and service.
3. The Landlord subsequently testified that he had a video recording of the service of the N4 notice on January 2, 2026 at which point, WW stated she had received the N4 notice in person but denied that it was served on January 2, 2026, submitting that it was served on either January 5, 2026 or January 6, 2026.
4. While the Landlord initially testified that the notice was served on the incorrect date, I found his evidence as a whole to be more credible than WW's on a balance of

probabilities. I found WW's testimony to lack credibility as her testimony regarding service was inconsistent and varied with WW initially disputing any service and, only upon the Landlord stating he had a video of service, did WW change her response to indicate she was served in person as the Landlord alleged but that it was not served on the date the Landlord alleges. Overall, I found the Landlord's version of events to be more plausible given the testimony before me. As a result, I find that the notice was validly served by handing it directly to WW on January 2, 2026.

Non-Payment of Rent

5. 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. WW testified that the Tenants paid the Landlord an additional \$2,200.00 in December 2025. While the Landlord bears the burden of establishing that a particular payment or payments were made once the Landlord has given some credible evidence that there are arrears owing: see *Muati v. Gibbs*, 2019 ONSC 3355 (Div. Ct.). I did not find the Tenants' evidence to be sufficient to satisfy this evidentiary burden of proof. There was no supporting documentation such as bank records showing any withdrawals, communications with the Landlord about the payments or other supporting documentation I would have expected the Tenants to provide in order to show that these payments were made by the Tenants as WW alleges.
11. The rent arrears owing to March 31, 2026 are \$8,800.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,200.00 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.
14. Interest on the rent deposit, in the amount of \$16.56 is owing to the Tenants for the period from November 21, 2025 to March 23, 2026.
15. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

16. WW initially testified she could pay the full rental arrears outstanding by April 30, 2026. Throughout the hearing, the date on which WW alleges she is able to pay the rent in full changed several times. WW testified that her household income is \$5,200.00. However, despite the Tenants' income, no payments have been received since the application was filed. Further, the Tenants have failed to pay any rent for four out of the five-month tenancy. I was not satisfied based on the testimony and evidence before me that the Tenants are able to pay as WW alleges. As a result, I find that it would be unfair to grant relief from eviction in the form of a payment plan. Given the fact that the Tenants have failed to pay the rent for the majority of their short tenancy, I find that it would also be unfair to postpone eviction any further.

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:**
 - \$11,186.00 if the payment is made on or before April 24, 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 24, 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 24, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,249.59. 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 \$72.33 per day for the use of the unit starting March 24, 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 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 24, 2026, then starting April 25, 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 25, 2026.

April 13, 2026
Date Issued

Christopher Lin
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 25, 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 24, 2026

Rent Owing To April 30, 2026	\$11,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$11,186.00

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

Rent Owing To Hearing Date	\$8,263.59
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Total amount owing to the Landlord	\$6,249.59
Plus daily compensation owing for each day of occupation starting March 24, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	