



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rosal v Campbell, 2026 ONLTB 30124

Date: 2026-04-15

File Number: LTB-L-086656-24

In the matter of: Main Floor, 270 Verdun Road
Oshawa ON L1H5T3

Between: Susana Rosal Landlords
Ananthacumaran Kanapathippillai

And

Rebecca Campbell Tenants
Robert Hanes

Susana Rosal and Ananthacumaran Kanapathippillai (the 'Landlords') applied for an order to terminate the tenancy and evict Rebecca Campbell and Robert Hanes (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on April 10, 2026. The first named Tenant, the second named Landlord, and the Landlord's legal representative, Anita Balsingh attended the hearing.

Determinations:

1. 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.
2. The Tenants was in possession of the rental unit on the date the application was filed.

Section 82 Issues:

3. On an application such as this, the Act provides a framework to allow the Tenants to raise any issue that would otherwise be subject to their own application, during the hearing of the Landlords' application. However, I find that the Tenants failed to provide sufficient reasons related to their section 82 issues. Therefore, I refused to consider them. Nothing in this order precludes the Tenants from filing their own application if they wish for their issues to be considered by the Board.

4. Section 82(2) of *Residential Tenancies Act, 2006* (the 'Act') says that a tenant who intends to raise their issues must give the landlord advance notice, the notice shall be in writing and shall comply with the Rules.
5. Rule 19.4 of the LTB's *Rules of Procedure* says that the written notice must contain a written description of each issue the tenant intends to raise and a copy of all documents and evidence they intend to rely on.
6. During the hearing, I reviewed the Tenants written section 82 notice (DOC-6122356), the notice lacked specifics regarding specific dates that events occurred, specifics about the nature of the issue, and no request for remedies. Those are key elements of the advance notice requirement because the Landlord needs to know and understand the case to be met and the extent of their potential liability.
7. On March 5, 2025, the Board issued interim order LTB-L-086656-24-IN which directed the Tenants to organize their evidence in accordance with the LTB's practice direction and outlined the consequences for not doing so. The Tenants also have had since the interim order to provide adequate notice to the Landlords and organize their evidence. It is likely that the Tenants are within time to file their own application as the main issue they wished to discuss occurred in or around April 27, 2025, and proceeded after that date. Therefore, I declined to hear the Tenants issues pursuant to section 82 of the Act.

Lawful Monthly Rent and Arrears:

8. The lawful rent is \$2,690.00. It was due on the 1st day of each month. The residential complex contains 2 residential units (an upper and a lower unit). At the time the Tenants took possession they stated that the lower unit was occupied, but that the Landlords promised them the whole complex, however that tenant never vacated and therefore could not take possession of the whole complex.
9. During the hearing, I reviewed a signed tenancy agreement which did not identify a rental unit, however noted the address of the complex. It indicated that the monthly rent was \$2,690.00, due on the 1st of each month, the Tenants were required to pay a last month's rent deposit in the same amount, and a security deposit (which was applied to future rent). The Tenants assert they did not sign this tenancy agreement despite signatures being present, they say that those were not their signatures.
10. Notwithstanding the tenancy agreement, the Tenants paid \$2,690.00 as a last month's rent deposit and paid \$2,690.00 for the first month's rent to the Landlords. Pursuant to section 113 of the Act, the lawful rent for the first rental period for a new tenant under a new tenancy agreement is the rent first charged to the tenant. Therefore, I find that the lawful monthly rent is \$2,690.00. Any issues the Tenants have with the alleged promises made by the Landlords may be addressed in their own application.
11. I find that the Tenants relinquished possession rights and vacated the rental unit on June 30, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit. The rent arrears owing to June 30, 2025, are \$24,210.00.
12. The Landlords asserted that the Tenants vacated the rental unit on March 31, 2025, However, the Tenants stated that this was not accurate, that the Landlords illegally

changed the locks on April 27, 2025, and removed some of their belongings. Police were called and allegedly instructed the Tenants to diarize what belongings were missing.

13. The evidence provided by the Tenants with respect to what happened after the alleged conduct of the Landlords was inconsistent. The Tenants stated that they were not sleeping in the rental unit consistently after April 27, 2025, and were at the rental unit quite frequently. However, the Tenants maintained that they still had possession of the rental unit until June 30, 2025, when they relinquished their possession rights with the Landlords.
14. Therefore, I find that the Tenants were in possession of the rental unit until June 30, 2025, and rent arrears are calculated up to that date.
15. The Tenants have not made any payments since the application was filed.
16. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlords collected a last month rent deposit in the amount of \$2,690.00 from the Tenants on July 12, 2024. As the tenancy has been terminated, the deposit and any interest owing to the Tenants on the deposit will be applied to the arrears.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated as of June 30, 2025, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlords \$21,640.77. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants does not pay the Landlords the full amount owing on or before April 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 27, 2026, at 4.00% annually on the balance outstanding.

April 15, 2026

Date Issued

Curtis Begg

Member, Landlords and Tenants 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$24,210.00
Application Filing Fee	\$186.00
Less the last month's rent deposit	\$2,690.00
Less the interest owing to the Tenants on the deposit	\$65.23
Total amount owing to the Landlords	\$21,640.77