



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-001553-26

In the matter of: Basement, 201 CELINA ST
OSHAWA ON L1H4N7

Between: Kim Taafe Landlord

And

Rajendra Meraram Tenant

Kim Taafe (the 'Landlord') applied for an order to terminate the tenancy and evict Rajendra Meraram (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on April 15, 2026.

The Landlord's Legal Representative, C. Aylwin, the Landlord, the Tenant's Legal Representative, B. Rose-Ward, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the tenancy is terminated as of May 15, 2026 and the Tenant shall pay \$5,188.94 to the Landlord.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 23, 2025, the Landlord gave the Tenant a Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice) deemed served on December 28, 2025. The N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act, 2006* (the 'Act') and contains the following allegations:
 - The Tenant has not paid \$250.00 for utilities as per the tenancy agreement for the period of June 2025 to December 2025. The total amount owing for this period is \$1,700.00.
 - June 27, 2025 – the Landlord inspected the property and discovered that the Tenant has built a garden bed in the yard without permission, and there are various items of garbage piled up in the yard, including furniture, snow fencing, paint cans and other construction materials.
4. Based on the evidence before me, the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 Notice. The Tenant did not dispute that the utilities remain accruing and unpaid nor did he dispute the condition of the yard. Therefore, the Tenant did not void the N5 Notice with subsection 64(3) of the Act. Additionally, I was satisfied that the Tenant's failure to pay the utility costs as per the tenancy agreement has substantially interfered with the Landlord and a lawful right, interest and privilege of his.
5. On December 23, 2025, the Landlord gave the Tenant a Notice to End Your Tenancy at the End of Term (N8 Notice) deemed served on December 28, 2025. The N8 Notice was served pursuant to section 58 of the Act and contained the following allegation:
 - The Tenant has persistently paid the rent late.
 - Rent is due and payable on the first day of each month, rent has been paid late every month from May 2025 to December 2025, a total of eight (8) months.
6. Based on the evidence before me, I was satisfied that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The Tenant did not dispute that his rent has been paid late eight times as set out in the N8 Notice. There was no dispute that the Landlord had filed a previous application at the LTB for non-payment of rent and a hearing was held in October 2025. An order was issued requiring the rent arrears to be paid in full by December 2025 which the parties acknowledged was satisfied. The Landlord stated that a third party assistance program paid the arrears on behalf of the Tenant which he did not dispute.

Daily Compensation, last month's rent deposit, interest and costs.

7. Based on the monthly rent of \$1,650.00, the daily compensation is \$54.25. This amount is calculated as follows: $\$1,650.00 \times 12$, divided by 365 days.
8. The Tenant was required to pay the Landlord \$4,014.50 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026 to April 15, 2026.
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 \$1,650.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$36.07 is owing to the Tenant for the period from April 1, 2025 to April 15, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for unpaid utilities

12. There was no dispute that the Tenant failed to pay heat, electricity and water costs that they were required to pay under the terms of the tenancy agreement. The Tenant is required to pay a flat rate fee of \$250.00 each month on or before the first day to cover the heat, electricity and water costs. The parties also agreed that at the end of the year, there is a reconciliation of the actual costs.
13. The Landlord served and filed a request to amend the application to claim outstanding utilities fees as of March 1, 2026 of \$2,674.51. The request to amend was not opposed by the Tenant. Therefore, the amendment was allowed. The Tenant asserted that he did make three payments of \$250.00 during the tenancy, namely April 2025, May 2025 and October 2025. The Landlord concurred that only the April and May 2025 utility payments were received from the Tenant. The Tenant did not provide anything in support of a payment in October 2025, therefore, I was not satisfied that a \$250.00 utility payment was made by the Tenant in October 2025.
14. Based on the evidence before me, I was satisfied that the Landlord has incurred or will incur reasonable out-of-pocket expenses of \$2,674.51 as a result of the Tenant's failure to pay heat, electricity and/or water costs.

Relief From Eviction

15. 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 May 15, 2026 pursuant to subsection 83(1)(b) of the Act.
16. The Landlord stated that the Tenant has been saying he is back to work since last year and said the same thing last time they were at the LTB. The Landlord stated yet the Tenant has not paid the utility costs and fell back into rent arrears after the third party assistance program paid off the Tenant's arrears in December. The Landlord stated that it is difficult to pay the mortgage on time due to the Tenant's non-payments and late payments.
17. The Landlord's Legal Representative requested an order evicting the Tenant. She submitted that this tenancy only began last April (2025) and the Landlord has already had one prior non-payment of rent application with the LTB. She also submitted although those rent arrears were paid, they were paid by an assistance program and then the Tenant immediately fell into arrears again. She further submitted that the Tenant continues to pay the rent late and not pay the utilities even after the Notices were served. She submitted that there is an affordability issue and the Tenant has not provided any documents in support of his assertions of income.

18. The Tenant stated that he lost his job but went back to work in March 2026. He stated that he took courses last year and now has a union job which is steady employment. The Tenant also stated that although he went back to work in March, he had to take off a couple of days due to an injury, a broken his finger and had to have surgery on April 2, 2026, but that he has been back to work since then full time just on light duties. He stated that he makes \$2,000.00 a week, and can pay off the utility costs owing by April 20, 2026. He also stated that starting May 1, 2026, he will pay the rent on time and the utility costs each month. The Tenant acknowledged that he owes three months of rent but that these arrears could be paid by May 15, 2026.
19. The Tenant's Legal Representative submitted that an eviction should be reserved for the most serious matters and that the Tenant has shown he can comply with an order. She submitted that he was resourceful and did pay off the rent arrears owing in December 2025. She also submitted that the Tenant stated he can pay on time going forward and that a conditional order would be appropriate. She further submitted that the Tenant has no where to go and an eviction would render him homeless.
20. This is a short term tenancy being just over one year in length. The Tenant did not provide any evidence in support of his stated income as of March 2026. The Tenant has also not made any payments towards the outstanding utility costs and now owes an additional three months of rent arrears. In these circumstances, I find it would be unfair to grant a conditional order. The Tenant has not demonstrated in this tenancy and especially in the last six weeks since being back to work that he can or will pay the Landlord these outstanding costs and/or rent.
21. Therefore, I find that an eviction order is appropriate but that an extension to May 15, 2026 to allow the Tenant some time to find alternate housing would not be unfair in these circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 16, 2026.
4. The Tenant shall pay to the Landlord \$4,014.50, which represents compensation for the use of the unit from February 1, 2026 to April 15, 2026.
5. The Tenant shall also pay the Landlord compensation of \$54.25 per day for the use of the unit starting April 16, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$2,674.51, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.

7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord owes \$1,686.07 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. The total amount the Tenant must pay the Landlord is \$5,188.94.
10. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

April 21, 2026
Date Issued

Lisa Del Vecchio
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 of the Tenant expires on November 16, 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.