



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

File Number: LTB-L-102654-25

In the matter of: 315 SILVERWOOD AVE
WELLAND ON L3C0C5

Between: Ushan Ranaweera Landlords
Nisansala Lokuge-Dona

And

Lisa Anne Thomson Tenants
James Richard Seabrook
Daven Thomson

Ushan Ranaweera and Nisansala Lokuge-Dona (the 'Landlords') applied for an order to terminate the tenancy and evict Lisa Anne Thomson, James Richard Seabrook and Daven Thomson (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application);
- the Tenants have been persistently late in paying the Tenants' rent (L2 Application); and
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant (L2 Application).

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

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

Only the Landlord, Ushan Ranaweera ('UR'), and the Landlords' legal representative, Elena Grigorieva ('EG'), attended the hearing.

As of 10:46 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,295.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.45. This amount is calculated as follows: $\$2,295.00 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$18,590.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Request to Amend

9. The Landlords served and filed a request to amend the L2 Application on April 13, 2026. The sole requested amendment is to increase the amount claimed for unpaid utilities in the application from \$1,554.16 to \$2,184.23 to accurately reflect the current amount that the Landlord alleges the Tenants owe for unpaid utilities.
10. I am satisfied the request is made in good faith; it is made within a reasonable time in the circumstances to ensure the current amount alleged outstanding is claimed; the requested amendment will cause no delay; and there is no prejudice to the Tenants in the amendment being granted given that they were served with the request to amend before the hearing.
11. The request to amend the application is therefore granted.

L2 Application – Persistent Late Payment of Rent

12. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent was paid late 16 times in the 17 months immediately before the Landlords served the Tenants with the N8 notice to end the tenancy on November 13, 2025.
13. The Tenants have not paid any rent since the N8 notice was served. This means that the rent has not been paid by the date it was due for the months of December 2025 to April 2026 inclusive.

L2 Application – Substantial Interference

14. On November 13, 2025, the Landlords gave the Tenants an N5 notice of termination. In the N5 notice of termination, the Landlords allege that the Tenants failed to pay for water bills that they were required to pay pursuant to the tenancy agreement. Specifically, the Landlords allege that the Tenants failed to pay \$1,554.16 for water bills for the rental unit for the period June 1, 2024 to August 31, 2025.
15. The tenancy agreement provides that the Tenants are responsible for payment for electricity, heat, and water (DOC-6927844, p. 4).
16. The Landlords presented copies of the water bills for the rental unit for the period June 1, 2024 to August 31, 2025, which add up to a total of \$1,554.16, as alleged in the N5 notice (DOC-7756802).
17. UR said that the water account is in his name, but he gave all of the bills at issue to the Tenants, and they have not paid any amount toward any of them. The Landlords have had to pay these bills. This substantially interferes with the Landlords' lawful right and interest obtained by contract: see *Stanbar Properties Ltd. V. Rooke*, [2005] OJ No 6363 (ON SCDC).
18. The Tenants did not correct the omission within seven days after receiving the N5 notice of termination. They did not pay the Landlords the amount owing. They have still not paid any amount for any of the water bills. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

L2 Application – Compensation for Unpaid Utilities

19. The total amount that the Tenants were required to pay, but failed to, for utility bills they are required to pay for in the tenancy agreement is \$2,184.23, as claimed in the application, as amended (DOC-7756802).
20. The Landlords have paid these bills.
21. The Tenants are therefore required to pay the Landlords \$2,184.23 for unpaid utility bills.

Relief from Eviction

22. The Landlords have been trying to communicate with the Tenants about the rent arrears, but over the last 6 months the Tenants have not responded to numerous emails, phone calls, or messages. UR said he has contacted the Tenants on a monthly basis, but he has not received any response since October 2025.
23. EG and UR were not aware of any circumstances of the Tenants that should be considered relative to whether eviction should be delayed or denied.

24. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 3, 2026.
2. The Tenants shall pay the Landlords any rent arrears owing up to the date of the hearing, the amount owing for unpaid utility bills, and the cost of filing the application.
3. As of the date of the hearing, the Tenants owe the Landlord \$17,990.00. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlords \$2,184.23 for unpaid utility bills.
5. The total amount the Tenants owe the Landlords for rent arrears up to April 20, 2026 and unpaid utilities is \$20,174.23.
6. The Tenants shall also pay the Landlords compensation of \$75.45 per day for the use of the unit starting April 21, 2026 to the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before May 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 3, 2026, then starting May 4, 2026, the Landlords 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 Landlords on or after May 4, 2026.

April 22, 2026
Date Issued

Mark Melchers
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 4, 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 as the tenancy is terminated

Rent Owing To April 20, 2026	\$17,804.00
Unpaid Utilities	\$2,184.23
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,174.23
Plus daily compensation owing for each day of occupation starting April 21, 2026	\$75.45 (per day)