



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

File Number: LTB-L-010748-26

In the matter of: 270 MCEWEN DR
KINGSTON ON K7M3W1

Between: Abraham Kuriakose Landlord

And

Jijo Biju George Tenant

Abraham Kuriakose (the 'Landlord') applied for an order to terminate the tenancy and evict Jijo Biju George (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Legal Representative, Jeff Bogaerts, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$550.00. It is due on the 1st day of each month. This was agreed on by the Landlord and Tenant.
4. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 x 12, divided by 365 days.
5. The parties dispute the amount of rent owing. Specifically, the only issue in dispute is whether the Tenant owes rent for October 2025.
6. The Landlord's Legal Representative testified that the Tenant did not pay any rent for October 2025 and for the period from January 2026 to April 2026.
7. The Landlord's Legal Representative further testified that during his communications with the Tenant, the Tenant wanted the last month rent deposit to be applied to the rent for

October 2025 but was advised that this is contrary to the *Residential Tenancies Act, 2026* (the 'Act'), which requires a landlord to apply a rent deposit to the last rent period of the tenancy.

8. The Tenant admitted that they did not make any payments since the application was filed. The Tenant testified that they were aware that they owed rental arrears from January 2026 to the date of the hearing.
9. The Tenant also testified that they believed their lease was over as of December 2025 but did not serve a notice of termination to the Landlord; however, the Tenant then stated that they knew they had to pay rent as it became due.
10. The Tenant did not provide any evidence to establish that they made any payment toward the rent for October 2025. On the other hand, the Landlord presented clear and consistent evidence of the amount owing according to their records.
11. Based on the evidence before me, I find in favour of the Landlord that the Tenant did not satisfy the evidentiary burden of proving that they paid the rent for the month of October 2025. In *Mauti v. Gibbs, 2019 ONSC 3355 (CanLII)*, the Divisional Court held at paragraph 27 that while the Landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (i.e. non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent."
12. As such, I determined that the rent arrears owing to April 30, 2026, are \$2,750.00. This includes the rent owing from October 2025 and January 2026 to the hearing date.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$550.00 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.
15. Interest on the rent deposit, in the amount of \$17.74 is owing to the Tenant for the period from December 11, 2024, to April 15, 2026.

Relief from Eviction

16. The Landlord sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
17. The Landlord testified they reached out to the Tenant to negotiate a payment plan; however, the Tenant was not responsive to this proposition. The Landlord further testified that they were communicating with the Tenant throughout the process of filing the N4 Notice and gave the Tenant multiple occasions to satisfy the arrears owing.
18. The Landlord's Legal Representative then testified that they were not aware of any reason to delay or deny eviction.

19. The Landlord further testified that they were not open to a payment plan due to the lack of effort that the Tenant showed throughout their communications to pay the outstanding arrears.
20. The Tenant testified that they wanted an extended amount of time to pay the arrears; however, the Tenant did not indicate how much time they needed to pay off the arrears. The Tenant also did not provide particulars of a proposed payment plan, nor did they provide any details as to why they did not pay rent to the Landlord as it became due.
21. 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. 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:**
 - \$3,486.00 if the payment is made on or before May 12, 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 May 12, 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 May 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,089.46. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$18.08 per day for the use of the unit starting April 16, 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 May 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 12, 2026, then starting May 13, 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 13, 2026.

May 1, 2026
Date Issued

Amit Gurpersaud
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 13, 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 May 12, 2026

Rent Owing To May 31, 2026	\$3,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$3,486.00

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

Rent Owing To Hearing Date	\$2,471.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$550.00
Less the amount of the interest on the last month's rent deposit	- \$17.74
Total amount owing to the Landlord	\$2,089.46
Plus daily compensation owing for each day of occupation starting April 16, 2026	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	