



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

File Number: LTB-L-014159-26 and LTB-L-016168-26

In the matter of: 505, 180 VETERANS DRIVE
BRAMPTON ON L7A5G7

Between: Roopnaraine Ramnaraine Landlords
Khaimanie Ramnaraine

And

Beverley Bharath Tenant

Roopnaraine Ramnaraine and Khaimanie Ramnaraine (the 'Landlords') applied for an order to terminate the tenancy and evict Beverley Bharath (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlords also applied for an order to terminate the tenancy and evict 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 Landlords or another tenant

The Landlords also applied for an order requiring the Tenant to pay the Landlords' 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.

The applications were heard together by videoconference on April 22, 2026.

The Landlords and the Tenant participated in mediation and agreed to an Order on Consent in full and final satisfaction of the applications, and in so doing, understand that their legal rights to a hearing on the merits of the matters have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. The Landlords served the Tenant with a 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$8,900.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$84.79 is owing to the Tenant for the period from November 19, 2024 to April 22, 2026.
10. On October 12, 2025, and on various dates thereafter, the Landlords gave the Tenant an N5 notice of termination. The Tenant did not stop the conduct or activity or correct the omission after receiving the N5 notices, therefore, the Tenant did not void the N5 notices of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
11. The Tenant also failed to pay utility costs that they were required to pay under the terms of the tenancy agreement and the Landlords have incurred reasonable out-of-pocket expenses of \$709.88 as a result of the Tenant's failure to pay those utility costs.

It is ordered on consent that:

L1 Application

1. The tenancy between the Landlords and the Tenant is terminated in a final way and without voiding provisions.
2. The Tenant must move out of the rental unit on or before June 30, 2026.
3. The Tenant shall pay to the Landlords \$5,809.39. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting April 23, 2026 until the date the Tenant moves out of the unit.

5. If the Tenant does not pay the Landlords the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated annually from July 1, 2026 on the balance outstanding at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.
6. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 July 1, 2026.

L2 Application

8. The tenancy between the Landlords and the Tenant is terminated and the Tenant must move out of the rental unit on or before June 30, 2026.
9. The Tenant shall pay to the Landlords \$895.88, which represents \$709.88 for the reasonable out-of-pocket expenses the Landlords have incurred or will incur as a result of the unpaid utility costs and \$186.00 for the cost of filing the application.
10. The Tenant shall pay to the Landlords the full amount owing, as set out in paragraph 9 of this order, above, by May 15, 2026.
11. If the Tenant does not pay the Landlords the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest starting May 16, 2026, calculated annually on the outstanding balance, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.
12. If the Tenant fails to comply with the conditions set out in paragraph 10 of this order, the Landlords may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order to evict the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant; be advised, this may result in an eviction date before June 30, 2026.
13. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
14. 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 July 1, 2026.

April 24, 2026
Date Issued

Janice Campbell
Hearings Officer, 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 January 1, 2027 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 Hearing Date – April 22, 2026	\$11,208.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$84.79
Total amount owing to the Landlords	\$5,809.39
Plus daily compensation owing for each day of occupation starting April 23, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	