



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

**Citation:** Saravanamuttu v Stevens, 2026 ONLTB 41925

**Date:** 2026-05-29

**File Number:** LTB-L-010430-26

**In the matter of:** 5360 Black River Road, Basement  
Sutton West ON L0E1R0

**Between:** Visvapriya Saravanamuttu Landlord

**And**

Patricia Georgia Stevens Tenant

Visvapriya Saravanamuttu (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Georgia Stevens (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

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

Only the Landlord and the Landlord's representative Desislava Yordanova, attended the hearing.

As of 9:40 AM, the Tenant was 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 Landlord's evidence.

**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 will be terminated.
2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed and as of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,200.00. It is due on the first day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026, are \$11,000.00.
8. On February 9, 2026, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
  1. On January 16, 2026 the Tenant installed a locking device on the entrance door of the rental unit without the Landlord's consent. When the Landlord went to inspect the unit, following providing written notice of entry, the Landlord was unable to enter because the Tenant's unauthorized lock prevented the Landlord's access. The Tenant's actions have substantially interfered with the Landlord's rights. The Landlord is not able to enter the unit as the lock remains in place.
9. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The locks have been changed by the Tenant and the Tenants have not provided the Landlord with access to the unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant 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. The Tenant must move out of the rental unit on or before June 3, 2026.
2. If the unit is not vacated on or before June 3, 2026, then starting June 4, 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 June 4, 2026.
4. The Tenant shall pay to the Landlord \$10,246.60, which represents the rent owing to the hearing date, May 20, 2026.
5. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 21, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$10,432.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 4, 2026 at 4.00% annually on the balance outstanding.

**May 29, 2026**  
**Date Issued**

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Jeanie Theoharis  
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 December 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 if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$10,246.60          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$10,432.60</b>   |
| Plus daily compensation owing for each day of occupation starting May 21, 2026                                      | \$72.33<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |