



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

File Number: LTB-L-026463-26

In the matter of: 801, 675 MARTIN GROVE RD
ETOBICOKE ON M9R3T5

Between: HI LO INVESTMENTS Landlord

And

Pradeepan Balasubramanyam Tenant

HI LO INVESTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict Pradeepan Balasubramanyam (the 'Tenant') because:

- 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.

This application was heard by videoconference on May 19, 2026.

Only the Landlord's Legal Representative, Sara Ginman, attended the hearing.

As of 1:44 p.m., 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 the claim for compensation in the application. Therefore, the tenancy is terminated on May 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant has served an N9 notice that he will be vacating the property on May 31, 2026.

N8 Notice of Termination:

4. On February 19, 2026, the Landlord gave the Tenant an N8 notice of. The notice of termination alleged that the Tenant paid rent late 13 times between February 2025 and February 2026.
5. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay rent on the date it was due. The rent is due on the first day of each month. Then rent has been paid late 13 times between February 2025 and February 2026.

Section 83 Considerations:

6. The Landlord's Legal Representative testified that the Tenant served an N9 notice that he intends to vacate the rental unit on May 31, 2026. The Tenant has paid all arrears and the filing fee and has applied their last month's rent deposit to May 2026 rent.
7. The Landlord's Legal Representative further testified that the Landlord sent out monthly rent reminder letters to the Tenant when the Tenant failed to pay rent on the day it was due, and the Landlord has previously filed several L1 applications due to rent arrears. After serving the N8 notice, the Landlord's Legal Representative testified that the Tenant continued to pay rent late.
8. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant beyond their evidence that the Tenant had submitted an N9 notice to terminate.
9. 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.

Daily Compensation and Rent Deposit:

10. As of the date of the hearing, there is no daily compensation owing.
11. Based on the monthly rent, the daily compensation is \$64.74. This amount is calculated as follows: $\$1,969.26 \times 12$, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant has paid this cost.
13. The Landlord collected a rent deposit of \$1,969.32 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.75 is owing to the Tenant for the period from January 1, 2026 to May 19, 2026. The rent deposit has been applied to May 2026 rent pursuant to the Tenant serving an N9 notice.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2026.

2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$68.88 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
5. The Landlord shall pay to the Tenant \$1,985.07 for the rent deposit and interest owing from January 1, 2026 to May 19, 2026. The Landlord may deduct daily compensation owing from this amount.

June 2, 2026
Date Issued

Allana McComb
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 1, 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.