



Order under Section 69 Residential Tenancies Act, 2006

Citation: BALASUBRAMANIAM v KER, 2026 ONLTB 38955

Date: 2026-06-05

File Number: LTB-L-017100-26

In the matter of: BASEMENT, 423 MILLER AVE
OSHAWA ON L1J2S8

Between: BALATHEEPAN BALASUBRAMANIAM Landlord

And

PAIGE LILA TAYLOR KER Tenant
JAIME ROBIN HOPKINS
JULIE LYNN STACEY

BALATHEEPAN BALASUBRAMANIAM (the 'Landlord') applied for an order to terminate the tenancy and evict PAIGE LILA TAYLOR KER, JAIME ROBIN HOPKINS and JULIE LYNN STACEY (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord's representative Berkan Altun and the Tenants Jaime Hopkins and Julie Stacey attended the hearing. The Tenant Paige Taylor Ker did not attend.

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 \$2,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$12,350.00. The Tenant Jamie Robin Hopkins testified that they think the Tenants paid less than what the Landlord attributed to them for

December 2025. The Tenant Jamie Robin Hopkins testified that he had no other dispute about the arrears. We accept that the Landlord provided a reliable account of what is outstanding.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,050.00 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.
9. Interest on the rent deposit, in the amount of \$36.45 is owing to the Tenant for the period from July 1, 2025 to May 5, 2026.
10. We 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.
11. The Tenants proposed a payment plan of \$500.00 a month towards the arrears. We find it would be unfair to impose a payment plan because we are not satisfied that the Tenants would abide by it. The Tenants have made no payments since the application was filed to demonstrate that they will actually abide by a payment plan. The two Tenants in attendance are currently unemployed and have not been successful in obtaining financial assistance from other sources. The income of the third Tenant is stated to be approximately \$400.00 a month. This income will not support a payment plan. While the Tenants are seeking employment and other financial solutions, the future income is not secured.
12. While we have considered the employment and medical situation of the Tenants, and that one of the Tenants goes to school close to the rental unit, we ultimately find that any delay would be unfair. As the Tenants do not have the income to support the tenancy the arrears will only continue to grow. The arrears are significant and the Landlord has been waiting a long time for repayment. The Landlord provided evidence that the arrears impact the Landlord financial obligations towards their mortgage and other bills.

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:**
 - \$14,586.00 if the payment is made on or before June 16, 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 June 16, 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 June 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,736.55. 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 \$67.40 per day for the use of the unit starting May 6, 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 June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 16, 2026, then starting June 17, 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 June 17, 2026.

June 5, 2026
Date Issued

Darlene Cook
Member, Landlord and Tenant Board

Amanda Kovats
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 7, 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 June 16, 2026

Rent Owing To June 30, 2026	\$14,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,586.00

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

Rent Owing To Hearing Date	\$10,637.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$36.45
Total amount owing to the Landlord	\$8,736.55
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	