



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1351895 Ontario Limited v Roopnaire, 2026 ONLTB 44847

Date: 2026-06-08

File Number: LTB-L-026921-26

In the matter of: 304, 235 GOSFORD BLVD
NORTH YORK ON M3N2W3

Between: 1351895 Ontario Limited Landlord

And

Nandie Roopnaire Tenants
Vivekanand Rooipnarine

1351895 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Nandie Roopnaire and Vivekanand Rooipnarine (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 3, 2026.

The Landlord's agent Patricia Marshall, the first named Tenant and her support Aliyah Roopnaire attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

1. At the onset of the hearing, the Tenant said that she did not have authorization to speak on behalf of the other Tenant, her husband. She said that he was aware of the hearing but at work. As the Tenant is seeking a payment plan, I indicated that the Board would unlikely grant this request without consent from the other Tenant. She called, from the hearing room, and Vivekanand Rooipnarine (VR) gave permission for his wife to represent his interests.
2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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. As of the hearing date, the Tenants were still in possession of the rental unit.

4. The lawful rent is \$1,345.93. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$44.25. This amount is calculated as follows: $\$1,345.93 \times 12$, divided by 365 days.
6. The Tenants have not made any payments since the application was filed. The Tenants do not challenge the amount owing.
7. The rent arrears owing to June 30, 2026 are \$4,283.54.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,318.26 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$11.68 is owing to the Tenants for the period from January 1, 2026 to June 3, 2026.
11. The Landlord's agent said that she spoke with VR about a payment plan and met with him and the Tenants' daughter. However, nothing was negotiated between the parties.
12. The Tenant said that she and her husband both contribute to the rent but she alone cannot pay the monthly rent.
13. At the hearing, a close examination of the Tenants' income and expenses was conducted. While the Tenants may be in a position to work within a payment plan, the challenge for the Board is that the Tenant said that she would require her husband to contribute to any monthly plan. At times, her testimony was confusing and inconsistent and ultimately, I am not satisfied that the Tenants will adhere to a payment scheduled. The Tenant also said that she has no borrowing ability and has taken no steps to find alternative housing as she does not want to move. She said that she has previously been denied rent relief.
14. In making this determination, I also considered the Landlord's evidence that there is a history of non-payment of rent. They have attempted payment plans which have not been successful. She doubts that Tenants compliance with another plan. The Tenants have made no good faith payments to the Landlord since the application was filed.
15. The Landlord is willing to extend the amount of time for the Tenants to pay the arrears owing and requests a standard order with delay to September 30, 2026.
16. Given the above, I find the Landlord's suggestion to be the most reasonable option.
17. 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 not be unfair to postpone the eviction until September 30, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$4,469.54 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$5,815.47 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,161.40 if the payment is made on or before August 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,507.33 if the payment is made on or before September 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after September 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,926.42. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$44.25 per day for the use of the unit starting June 4, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from October 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2026, then starting October 1, 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 October 1, 2026.

June 8, 2026
Date Issued

Dana Wren
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 April 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$4,283.54
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$4,469.54

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$5,629.47
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$5,815.47

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2026

Rent Owing To August 31, 2026	\$6,975.40
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,161.40

D. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2026

Rent Owing To September 30, 2026	\$8,321.33
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$8,507.33

E. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,070.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,318.26
Less the amount of the interest on the last month's rent deposit	- \$11.68
Total amount owing to the Landlord	\$1,926.42
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$44.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	