



Order under Section 69 Residential Tenancies Act, 2006

Citation: FRANKLIN v CHIRAKADAVIL, 2026 ONLTB 45101

Date: 2026-06-15

File Number: LTB-L-026751-26

In the matter of: 2121, 181 VILLAGE GREEN SQ
SCARBOROUGH ON M1S0K6

Between: JUDITH SUJO FRANKLIN

Landlord

And

DAIL CHIRAKADAVIL
SUJENDRAN SAVARIMUTHU
THARSICA SUJENDRAN

Tenant

JUDITH SUJO FRANKLIN (the 'Landlord') applied for an order to terminate the tenancy and evict DAIL CHIRAKADAVIL, SUJENDRAN SAVARIMUTHU and THARSICA SUJENDRAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2026.

The Landlord, the Landlord's Legal Representative, Thirusenthuran Sivapatham, and the Tenant, Dail Chirakadavil, attended the hearing.

Determinations:

1. The parties consented to amend the application to reflect the Tenant paid \$2,000.00 towards a last month rent deposit on January 27, 2020. I consented to this amendment as it would benefit rather than prejudice the Tenant, therefore, the application was amended.
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. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The Tenant disputed the Landlord provided him with a lawful rent increase in April 2024, therefore disputes the monthly rent of \$2,500.00.

5. The Landlord in response testified that the Tenant has been paying the increased monthly rent amount of \$2,500.00, since April 27, 2024.

6. Pursuant to section 136 of the *Residential Tenancies Act, 2006* (the 'Act'), it states;

Rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

7. After hearing submissions by the parties, I am satisfied that the Tenant has been paying the monthly rent amount of \$2,500.00, since April 27, 2024, which has been longer than one year, therefore, I find the lawful monthly rent is \$2,500.00 due on the 1st day of the month.

8. 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.

9. The Tenant has not made any payments since the application was filed.

10. The rent arrears owing to June 30, 2026, are \$19,600.00, which the Tenant disputes as the Tenant claims they made payments which are not reflected on the Landlord's claim.

11. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".

12. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to June 30, 2026, are \$19,600.00.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$2,000.00 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.

15. Interest on the rent deposit, in the amount of \$230.84 is owing to the Tenant for the period from January 27, 2020 to June 4, 2026.

16. The Tenant sought a delayed termination to July 5, 2026, as he has secured somewhere else to reside, and cannot vacate the rental unit before this date, which the Landlord was agreeable to this termination date.

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 July 5, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$19,786.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$22,286.00 if the payment is made on or before July 5, 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 July 5, 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 July 5, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,383.92. 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 \$82.19 per day for the use of the unit starting June 5, 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 July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 July 6, 2026.

June 15, 2026
Date Issued

Samantha Greaves
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 January 6, 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 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	\$19,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$22,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,286.00

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

Rent Owing To Hearing Date	\$17,428.76
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$230.84
Total amount owing to the Landlord	\$15,383.92
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	