



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

**File Number:** LTB-L-019189-26

**In the matter of:** ROOM E, 267 SAINT FRANCIS AVE  
WOODBIDGE ON L4H3G3

**Between:** Vara Sinnappu Landlord

**And**

**JUN 19, 2026**

Verdaly Stafford Tenant

Vara Sinnappu (the 'Landlord') applied for an order to terminate the tenancy and evict Verdaly Stafford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2026.

The Landlord's Agent Stanya Vara and the Tenant and the Tenant's Legal Representative Jelisa Phillips attended the hearing..

### **Determinations:**

1. At the hearing the Tenant wished to raise issues under Section 82 of the Act. Section 82 of the Residential tenancies Act 2006, states:

**82 (1)** At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

- (a) complies with the requirements set out in subsection (2); or
- (b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). 2020, c. 16, Sched. 4, s. 16.

### **Requirements to be met by tenant**

- (2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.

2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules. 2020, c. 16, Sched. 4, s. 16.
2. At the hearing the Tenant's Legal Representative confirmed that the Tenant had not provided the Landlord and the Board with a written description of the issues they intended to raise at least 7 days prior to the hearing, and I was not satisfied that the Tenant provided a satisfactory explanation as to why they were unable to do so. Therefore, I declined to hear issue under Section 82 of the Act.
3. 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.
5. The Tenant vacated the rental unit on March 12, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
6. The lawful rent is \$1,450.00. It was due on the 5th day of each month.
7. The Tenant has not made any payments since the application was filed.
8. After the application was filed, the Tenant received a credit of \$300.00. The parties agreed that the Landlord is holding a \$300.00 key deposit which should be returned to the Tenant. Therefore, this has been applied as a credit.
9. The rent arrears owing to March 12, 2026 are \$ 3,481.36.
10. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
11. Interest on the rent deposit, in the amount of \$44.51 is owing to the Tenant for the period from December 4, 2024 to March 12, 2026.
12. The Landlord's Agent sought a standard 11-day order for arrears only, as the arrears came due in March and the Tenant has had sufficient time to pay. The Tenant's Legal Representative indicated that the Tenant was going through financial hardship and would need additional time to make the payment and sought a delay of 30 days.
13. Given the date of this order, I am satisfied that the Tenant has had additional time to save the funds required to pay within 11 days, and find that a standard 11-day order is appropriate.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 12, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,686.85 for rent arrears up to March 12, 2026. See Schedule 1 for the calculation of the amount owing.
3. If the Landlord does not pay the Tenant the full amount owing on or before June 30, 2026, the Landlord will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

**June 19, 2026**

**Date Issued**

---

Reid Jackson

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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| Rent Owing To Move Out Date                                             | \$ 3,481.36        |
| <b>Less</b> the amount of the last month's rent deposit                 | - \$1,450.00       |
| <b>Less</b> the amount of the interest on the last month's rent deposit | - \$44.51          |
| <b>Less</b> the amount of the credit that the Tenant is entitled to     | - \$300.00         |
| <b>Total amount owing to the Landlord</b>                               | <b>\$ 1,686.85</b> |