



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-028288-26

In the matter of: Basement, 321 MORNINGSIDE AVE
SCARBOROUGH ON M1E3G2

Between: Raveendran Kanagaratnam Landlord

And

Tiara Smith Tenants
Patricka Tiana K Smith

Raveendran Kanagaratnam (the 'Landlord') applied for an order to terminate the tenancy and evict Tiara Smith and Patricka Tiana K Smith (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2026.

The Landlord and the Tenants attended the hearing. The hearing was also attended by Jamel Greaves who identified himself as a former Tenant and the fiancé of the Tenant Tiara.

Determinations:

1. 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on March 18th and were not in possession of the rental unit on the date that the application was filed . Rent arrears are calculated up to the date the Tenants vacated the unit.
4. Normally, a landlord must file an L10 application against a tenant who has vacated the rental unit and must also serve the tenant with the application and a notice of hearing. However, in the circumstances of the case, I find that it is unnecessary to require the Landlord to re-file an L10 application for arrears against the Tenants. I find that the Tenants received adequate notice of this hearing, attended the hearing and were provided an opportunity to participate in the proceedings and give evidence. Therefore, it would not be unfair to treat the claims against the Tenants as an L10 with this L1 application. This is

also consistent with section 183 of the Act which directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all person directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

5. The lawful rent is \$1,500.00. It was due on the 1st day of each month.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to are \$10,077.76.
8. The Tenants as well as Jamel Greaves gave evidence. Mr. Greaves stated that he was a former tenant of the residential complex together with his brother. He stated that he moved into the basement in August 2023 and that they were paying \$900.00 per month. He stated that the Landlords' calculation of rent owing was incorrect because he made "a deal" with the Landlord that he and his brother would be going to the Caribbean from about November 2025 to January 2026 and that the Landlord said it was o.k. for him not to pay rent. He also said that he returned and lived in the unit until March but left without giving the Landlord any notice.
9. The Landlord stated that he rented 2 rooms to 4 young people who appeared to be romantically involved. He stated that the rent for the rooms was \$750 each totalling \$1500 per month and that he never said he would accept a lower rent if the Tenants or their partners migrated in and out of the house.
10. The Landlord admitted that the Tenants moved out in March 2026 pursuant to the N4 Notice and the Tenants confirmed that they did move out. The parties were very vague as to move out dates and the date on which the locks to the rental unit were changed.
11. The evidence of the former tenant/occupant Mr. Greaves was difficult to follow and I find it extremely unlikely that the Landlord agreed that rent would not have to be paid if Tenants were absent for a period of time. No documentary evidence was provided to support the assertion that such an agreement was made, which was also denied by the Landlord.. The evidence of the Tenants was confused. The only evidence that was given in a straightforward manner was that of the Landlord and I prefer his version of events and a timeline.
12. I have used my discretion to determine that it was most realistic that the Tenants moved out on March 18th and that the Landlord changed the locks to the unit shortly thereafter.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 18, 2026, the date the Tenants moved out of the rental unit.

2. The Tenants shall pay to the Landlord \$10,876.00. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before June 29, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Christina Budweth
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	\$10,690.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,876.00