



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

File Number: LTB-L-008217-26

In the matter of: UPPER LEVEL MAIN FLOOR, 376 WOLFE
STREET EAST
OSHAWA ON L1H3V1

Between: SWASTIKA SOOKRAM Landlord

And

ASHLEY MARIE BIPATNATH Tenant
PHILIP JOSEPH HYNES

SWASTIKA SOOKRAM (the 'Landlord') applied for an order to terminate the tenancy and evict ASHLEY MARIE BIPATNATH and PHILIP JOSEPH HYNES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 18, 2026.

The Landlord Swastika Sookram, Landlord's Legal Representative Arshdeep Malhi, Landlord's Support Person Deonarine Sookram, Tenant Ashley Marie Bipatnath, and the Tenant Philip Joseph Hynes attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,050.00 to the Landlord since the application was filed.

6. The rent arrears owing to June 30, 2026, are \$16,150.00.
7. The Landlord collected a rent deposit of \$2,600.00 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.

Relief from eviction

8. The Tenant requested relief from eviction asking that the tenancy be allowed to continue until July 31, 2026 while they look for alternate housing. Tenant Ashley Marie Bipatnath (AB) stated that she lost EI payments, has now been approved for Ontario Works, receives approximately \$951.00 per month, and has a one-year-old child in the unit. Tenant Philip Joseph Hynes stated that he no longer lives in the unit but can contribute \$250.00 per month toward the arrears from income of approximately \$430.00 after garnishments. The Tenants agreed that they cannot afford the rental unit and proposed paying a total of \$250.00 to \$500.00 per month to the Landlord until they vacate.
9. The Landlord opposed the Tenants' request for relief and sought a standard voidable order. The Landlord submitted that the arrears are significant and that the Tenant cannot afford to pay the lawful rent nor repay the rent arrears if granted relief.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I have considered all of the circumstances, including the Tenants' financial hardship, the presence of a young child, and the difficulty the Tenants may face in securing alternate housing. However, in my view the Tenant cannot afford the rental unit, and their proposed payments would not repay the arrears within a reasonable time or ensure that ongoing rent will be paid. Given the amount of the arrears, the lack of a viable repayment plan, and the prejudice to the Landlord if the tenancy continues, I find it would not be unfair to refuse relief.

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:**
 - **\$16,150.00** if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - **\$18,750.00** if the payment is made on or before July 6, 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 6, 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 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$12,488.64**. This amount includes rent arrears owing up to the date of the hearing. 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 \$85.48 per day for the use of the unit starting June 19, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 6, 2026, then starting July 7, 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 7, 2026.

June 25, 2026
Date Issued

Kyle Anderson
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 7, 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	\$18,200.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,050.00
Total the Tenant must pay to continue the tenancy	\$16,150.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 6, 2026

Rent Owing To July 31, 2026	\$20,800.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,050.00
Total the Tenant must pay to continue the tenancy	\$18,750.00

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

Rent Owing To Hearing Date	\$17,138.64
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,050.00
Less the amount of the last month's rent deposit	- \$2,600.00
Total amount owing to the Landlord	\$12,488.64
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

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