



Order under Section 69 Residential Tenancies Act, 2006

Citation: CLC 200 Old Carriage v Anilkumar, 2026 ONLTB 48634

Date: 2026-06-25

File Number: LTB-L-031777-26

In the matter of: 104-B, 200 Old Carriage Dr
Kitchener ON N2P0C7

Between:	CLC 200 Old Carriage	Landlord
	and	
	Akhil Anilkumar	Tenant

CLC 200 Old Carriage (the 'Landlord') applied for an order to terminate the tenancy and evict Akhil Anilkumar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Sara Murtadha, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. At the outset of the hearing, the Tenant raised a preliminary issue that he did not receive any documents other than the Notice of Hearing. When I inquired with the Tenant on the issue he was raising as well as what documents he was stating he did not receive, he could not articulate a response. I attempted to inquire further but the Tenant continually repeated that he only received the Notice of Hearing and no other documents.
2. I pointed out to the Tenant that the Board's records show that the Landlord's application, Zoom Information Sheet and Issues a Tenant can raise form were all sent in the same envelope as the Notice of Hearing. The Tenant initially denied receiving any of these documents with the Notice of Hearing but later conceded that he had in fact received all of them.
3. Although the preliminary issue raised by the Tenant ultimately remained unclear, I note that I was not satisfied that the Tenant did not receive all of the documents related to this proceeding or that he was not properly served with any and all documents and evidence. I say this because the Tenant's testimony was contradictory in that he initially denied receiving anything but then later confirmed that was not true and that the other documents were sent with the Notice of Hearing. Therefore, I find any assertion from the Tenant that he did not receive certain documents related to these proceedings not credible.

Rent Arrears

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$820.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$26.96. This amount is calculated as follows: $\$820.00 \times 12$, divided by 365 days.
8. The Tenant disputed that he owes any rent arrears. He testified that his rental account with the Landlord shows the same balance owing as claimed by the Landlord in their L1/L9 Update Sheet but he testified that this number is wrong as he has paid all amounts owing to the Landlord since the Landlord filed their application. During the hearing, the Tenant was provided the opportunity to submit receipts which he states shows that he has paid all amounts owing to the Landlord. The receipts submitted by the Tenant are consistent with the Landlord's claims, with the exception of two receipts, which the Tenant states were payments he made to the Landlord to pay for a new set of keys as he lost his.
9. Therefore, I accept the Landlord's evidence that the Tenant has paid \$3,974.60 to the Landlord since the application was filed and I find that the rent arrears owing to June 30, 2026 are \$225.40.
10. The Landlord incurred costs of \$186.00 for filing the application. The Tenant disputes that he should be required to reimburse the Landlord for this cost because he had already paid all of his arrears by the time he received the Notice of Hearing.
11. The Tenant does not dispute that he was in arrears at the time the application was filed. If the Tenant were not in arrears, the Landlord would not have had to file the application. It is the responsibility of the Tenant to pay the lawful rent each month to the Landlord in full and on the day it becomes due. If this does not happen, the Landlord may enforce their legal rights, by way of filing an application for non-payment of rent, which is the process they followed in this case. The Tenant did not pay the arrears until well after the Landlord had filed their application. Therefore, the Tenant shall pay the application fee to the Landlord.
12. The Landlord collected a rent deposit of \$820.00 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.
13. Interest on the rent deposit, in the amount of \$10.28 is owing to the Tenant for the period from November 12, 2025 to June 17, 2026.
14. The Landlord is seeking a standard termination order. The Landlord's Legal Representative submits that this is the second time the parties have been before the Board for arrears in the past year and the Tenant made no efforts to reach out to the Landlord to discuss the arrears or make arrangements to pay.

15. The Tenant is seeking to preserve the tenancy and states that he needs time to pay the arrears as he is not currently working.
16. Based on the evidence before the Board, I find that the tenancy is not viable. I say this because it was the Tenant's own testimony that he currently has no income and \$0.00 in his bank account. While the Tenant states that he is looking for employment, the Tenant has no reasonable prospects and there is no indication of how long it will be until he has an income to be able to pay the rent or any amount towards the arrears.
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 17, 2026 pursuant to subsection 83(1)(b) of the Act. The eviction is being briefly postponed to allow the Tenant some opportunity to find new living accommodations. Given that the Tenant has no income, the arrears are likely to continue to accrue until the Tenant vacates. Therefore, I find it would be unfair to postpone eviction beyond July 17, 2026.

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:**
 - \$411.40 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$1,231.40 if the payment is made on or before July 17, 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 17, 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 17, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$780.56. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$26.96 per day for compensation for the use of the unit starting June 18, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

7. If the unit is not vacated on or before July 17, 2026, then starting July 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 18, 2026.

June 25, 2026
Date Issued

Candace Aboussafy
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 18, 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	\$4,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,974.60
Total the Tenant must pay to continue the tenancy	\$411.40

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 17, 2026

Rent Owing to July 31, 2026	\$5,020.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,974.60
Total the Tenant must pay to continue the tenancy	\$1,231.40

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

Rent Owing to Hearing Date	\$3,838.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,974.60
Less the amount of the last month's rent deposit	- \$820.00
Less the amount of the interest on the last month's rent deposit	- \$10.28
Total amount owing to the Landlord	\$(780.56)
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$26.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	