



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-044464-25

In the matter of: 3, 6267 DRUMMOND RD
NIAGARA FALLS ON L2G4M7

Between: Kamal Aggarwal Landlord

And

Jessica Parsons Tenant

Kamal Aggarwal (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Parsons (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 4, 2025.

Only the Landlord attended the hearing.

As of 1:31 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue – Request to Amend

1. The Landlord sought to amend the application to include rent for the period of July 1, 2023 to August 1, 2025 which was not claimed in the L1 application.
2. There was no request to amend the application submitted to either the Board or to the Tenant in writing prior to the hearing date.
3. The process an applicant is expected to follow in order to make a request to amend an application is set out in LTB Rules of Procedure 15:

15.1 A request to amend an application before the hearing must be:

- a. in writing;
- b. served with the amended application to all other parties; and

c. filed with LTB with the amended application and a completed Certificate of Service.

15.2 Where the request to amend requires the LTB to revise the Notice of Hearing, the applicant must serve the revised Notice of Hearing to all other parties and file a Certificate of Service within 7 days of receiving the revised Notice.

15.3 The request to amend will be decided at the hearing after considering:

- a. whether the amendment was requested as soon as the need for it was known;
- b. any prejudice a party may experience as a result of the amendment;
- c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
- d. whether the amendment is necessary and was requested in good faith; and
- e. any other relevant factors.

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious hearing.

4. In this case, the request to amend has not been submitted in writing, nor has the amendment request been submitted to the Tenant. The request to amend significantly prejudices the Tenant as the Landlord is seeking to amend the application to claim two years of arrears not previously claimed in the L1 application.
5. As a result, the request to amend the application was denied. The Landlord was given the options to either adjourn to seek the amendment or to proceed with the application on the basis of what was claimed in the application and the Landlord elected to proceed with the unamended claim. I granted the Landlord's request.

L1 Application – Non-Payment of Rent

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 \$1,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$15,710.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. Although the request to amend was denied, the arrears are significant and extend over the course of two years. I find that it would be unfairly prejudicial to the Landlord to delay eviction any further.

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:**
 - \$17,046.00 if the payment is made on or before January 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 January 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 January 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,897.24. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$37.81 per day for the use of the unit starting December 5, 2025, 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 January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 17, 2026, then starting January 18, 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 January 18, 2026.

January 6, 2026

Date Issued

Christopher Lin

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 July 18, 2026, 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 January 17, 2026

Rent Owing to January 31, 2026	\$16,860.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,046.00

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

Rent Owing to Hearing Date	\$14,711.24
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,897.24
Plus, daily compensation owing for each day of occupation starting December 5, 2025	\$37.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	