



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-067489-25

In the matter of: 227, 1315 NEILSON RD
SCARBOROUGH ON M1B5N2

Between: Toronto Seniors Housing Corporation Landlord

And

Nanthivarman Kamalanathan Tenant
Puvaneswary Kamalanathan

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nanthivarman Kamalanathan and Puvaneswary Kamalanathan (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

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

The Landlord's Legal Representative Adam Fraccaro and both named Tenants attended the hearing. A Tenant's Legal Representative Vishmayaa Jeyamoorthy for Puvaneswary Kamalanathan also attended.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of two years from the date of this order, January 9, 2026, to January 8, 2028:
3. The Tenants, the Tenant's guests and/or other occupants of the Rental Unit, are not to harass or verbally abuse building staff or other Tenants within the Residential Complex;
4. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to interfere with the Landlord or other Tenants reasonable enjoyment of the Residential Complex, or interfere with the Landlord's interests within the Residential Complex, this includes but is not limited to:
 - a. Yelling or raising their voice at building staff or other Tenants of the Residential Complex;
 - b. Using profanity or insulting language directed towards building staff or other Tenants;

- c. Using threatening language or behaviour, or aggressive language or behaviour, in any manner, directed towards building staff or other Tenants;
 - d. Making unnecessary and/or unreasonable noise within the Rental Unit or Residential Complex, or otherwise causing a disturbance within the Residential Complex;
 - e. Blocking entry and/or exit of areas of the Residential Complex for building staff, and/or other Tenants of the Residential Complex.
5. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to make false reports of noise or other false accusations, to the Landlord or the Landlord's Community Safety Unit and the Landlord will fully investigate any accusations of a false reports with the Community Safety Unit. The Landlord undertakes to submit any evidence of these accusations with any applications relating to a breach of this paragraph;
 6. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to prop open the door to the Rental Unit at any time;
 7. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to remove or tamper with any life safety devices within the Rental Unit or Residential Complex. This includes but is not limited to, window screens, smoke alarms/detectors, Co2 detectors, etc
 8. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to damage the Rental Unit or Residential Complex in any way;
 9. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to discard or throw any items from the balcony of the Rental Unit;
 10. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to improperly dispose of smoking materials and must use a metal or glass device when disposing of any smoking materials;
 11. The Tenants, and Tenant's guests and/or other occupants of the Rental Unit, are not to smoke within the common areas of the Residential Complex. This includes but is not limited to, standing in the open doorway of the Rental Unit while smoking or smoking in the common area hallways;
 12. If the Tenant fails to comply with the conditions set out in paragraph 3-11 of this order, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
 13. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
 14. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 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.