



Order under Section 69 Residential Tenancies Act, 2006

Citation: OBEIDAT v SIVAKUMAR, 2026 ONLTB 3285

Date: 2026-01-09

File Number: LTB-L-082409-25

In the matter of: upper unit, 806 ENVOY DR
MISSISSAUGA ON L5W1H3

Between: ALA' OBEIDAT

Landlord

And

KRISHNADEVY SIVAKUMAR
VELUSANTH SIVAKUMAR
SIVAKUMAR NADRAJA

Tenant

ALA' OBEIDAT (the 'Landlord') applied for an order to terminate the tenancy and evict KRISHNADEVY SIVAKUMAR, VELUSANTH SIVAKUMAR and SIVAKUMAR NADRAJA (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenant owes (L1 Application); and
- Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 1, 2025.

The Landlord was represented at the hearing by Jolanta Chrzaszcz. The Tenant was represented by Jasleen Narula.

Determinations:

1. At the commencement of the hearing, the Tenants requested an adjournment on the basis that one of the Tenants was unable to attend because the Tenant's spouse was undergoing a surgical procedure on the hearing date.
2. In deciding the request, I considered the factors set out in *LTB Interpretation Guideline 1*, including:

- the reason for the adjournment and the parties' positions;
 - the issues in the applications;
 - the prejudice that may result from granting or denying the request;
 - the history of the proceeding; and
 - the Board's obligation to determine proceedings in an expeditious manner while affording the parties a fair opportunity to be heard.
3. I accept that the Tenant's absence was related to the medical circumstances described. However, the Tenants were represented at the hearing by an authorized representative who confirmed she had instructions and was able to make submissions on the Tenants' behalf. I also note that there were two additional Tenants named in the proceeding who could have attended to provide evidence or submissions.
 4. I further considered the prejudice to the Landlord if the hearing were adjourned. The evidence establishes that rent arrears exceed \$30,000.00 and that the Landlord has experienced ongoing financial prejudice as a result of the Tenants' continued non-payment of rent and utilities.
 5. In these circumstances, I find that granting an adjournment would cause undue prejudice to the Landlord and would be contrary to the Board's obligation to adopt the most expeditious method of determining the issues while ensuring procedural fairness. The adjournment request was therefore denied.

L2 application

6. On September 7, 2025, the Landlord served the Tenants with an N5 notice of termination. The N5 contains the following allegations:
 - The Tenants failed to maintain the property pursuant to the tenancy agreement
 - The Tenants failed to pay the utility bills causing the utilities to cut off
 - The Tenants subleased a portion of their rental unit to other occupants\

Alleged Illegal Sublet

7. The Landlord testified that, beginning in or about June 2025, the Tenants allowed additional persons to reside in the rental unit and charged those persons rent. The Landlord testified that the Tenants admitted charging approximately \$1,000.00 per room.
8. The Landlord filed documentary evidence and called a basement tenant as a witness. That witness testified that she observed individuals identifying themselves as tenants of the Tenants, that unknown vehicles regularly attended at the property, and that these additional occupants caused increased noise and disruption.
9. A "sublet" under the *Residential Tenancies Act, 2006* (the 'Act') occurs when a tenant vacates the rental unit for a defined period of time and retains a right to resume occupancy. In this case, the evidence establishes that the Tenants remained in possession of the rental unit and did not vacate it.

10. I therefore find that the arrangements described do not meet the statutory definition of a sublet. Tenants are permitted to have occupants reside with them, provided that this does not amount to a transfer of the tenancy or result in substantial interference with others.
11. While the Landlord established that additional occupants resided in the unit, I am not satisfied on the evidence that this arrangement, on its own, constituted a breach of the Act or resulted in substantial interference sufficient to justify termination. Accordingly, this portion of the Landlord's application is dismissed.

Unkept Yard

12. The Landlord alleged that the Tenants failed to maintain the yard, including cutting the grass, contrary to the tenancy agreement.
13. I reviewed the tenancy agreement and find that the Tenants, as the occupants of the main level, have exclusive use of the backyard and are responsible for its maintenance, including lawn care.
14. I find the evidence establishes that the Tenants failed to maintain the yard, resulting in the grass growing to the point that it violated municipal by-laws. The Landlord received a municipal notice and incurred out-of-pocket expenses to address the issue.
15. I find that the Tenants breached the tenancy agreement and substantially interfered with the Landlord's lawful interests by failing to maintain the backyard as required.

Unpaid Utilities

16. The tenancy agreement requires the Tenants to pay utilities, including water, electricity, and gas.
17. I find, the evidence establishes that the Tenants failed to pay utility bills when due, resulting in multiple disconnections of essential services. The evidence further establishes that certain unpaid utility charges were transferred to the Landlord's property tax account, requiring the Landlord to pay those amounts to avoid further penalties and service interruptions.
18. Pursuant to section 88.2(1) of the Act the Landlord is entitled to reimbursement of utility costs paid on the Tenants' behalf. Therefore, the Tenants shall pay the Landlord shall pay the Landlord \$4,751.13.

L1 application – unpaid rent

19. 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.
20. As of the hearing date, the Tenants were still in possession of the rental unit.
21. The lawful rent is \$4,000.00. It is due on the 1st day of each month.

22. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
23. The Tenants have not made any payments since the application was filed.
24. The rent arrears owing to December 10, 2025, are \$24,215.10.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$4,000.00 from the Tenants 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.
27. Interest on the rent deposit, in the amount of \$56.16 is owing to the Tenants for the period from May 11, 2025, to December 1, 2025.

Relief from Eviction

28. The Tenants do not dispute the amount of rent arrears. The issue before the Board is whether it is appropriate to grant relief from eviction pursuant to section 83 of the Act.
29. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

30. Eviction is a remedy of last resort; however, it is appropriate where a tenancy is no longer viable. In this case, the Tenants have not paid rent for several months, and their representative was unable to present a viable payment plan to address the rent arrears and unpaid utilities.
31. I have considered all of the disclosed circumstances and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before January 20, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$23,912.48. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$131.51 per day for the use of the unit starting December 2, 2025, to the date the Tenants move out of the unit.

5. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 21, 2026.

January 9, 2026
Date Issued

Bryan Delorenzi
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 of the Tenant expires on July 21, 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 as the tenancy is terminated

Rent Owing To December 1, 2025	\$23,031.51
Unpaid Utilities	\$4,751.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$4,000.00
Less the amount of the interest on the last month's rent deposit	-\$56.16
Total amount owing to the Landlord	\$23,912.48
Plus daily compensation owing for each day of occupation starting December 2, 2025	\$131.51 (per day)