



Order under Section 69 Residential Tenancies Act, 2006

Citation: WELAUTHAM v RUSZNYAK, 2026 ONLTB 3735

Date: 2026-01-14

File Number: LTB-L-086235-25

In the matter of: Basement, 45 Applefield Dr
Scarborough ON M1P3Y1

Between: Shandran Welautham Landlord

And

Dezso Rusznyak Tenants
Dezsone Rusznyak

Shandran Welautham (the 'Landlord') applied for an order to terminate the tenancy and evict Dezso Rusznyak and Dezsone Rusznyak (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 6, 2026.

The Landlord, the Tenants, and the Tenants' daughter, Margareta, attended the hearing. A Hungarian interpreter, Pater Szabo, assisted the Tenants.

Preliminary Issue:

Section 82 issues

1. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Tenant shall be permitted to raise any issue that could be the subject of an application if the Tenants complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
2. The Act requires a Tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
3. The Tenants submitted disclosure to the Board and the Landlord around December 19, 2025, but no list of issues or remedies were attached. The Tenants did not provide a satisfactory explanation as to why they were unable to comply with the requirement to raise a clear list of issues and remedies.
4. I find it would be procedurally unfair and prejudicial to the Landlord to permit the Tenants to raise issues under section 82 at this hearing given the Tenants' lack of proper

disclosure, which affects the Landlord's ability to know the case to be met. The Tenants are not precluded from bringing their own separate application to address these issues.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.

Lawful rent

3. The lawful rent is \$1,800.00. It is due on the 1st day of each month.
4. The Tenants raised an issue that the Landlord has been increasing their rent above the guideline increase and has not served an N1 form to them since the start of the tenancy in 2018. The rent at the start of the tenancy was \$1,100.00. The Landlord has increased their rent constantly over the years sometimes more than once in a year. By 2024 the rent had increased to \$1,800.00. The Tenants paid \$1,800.00 per month in rent, for entire year of 2024, for a period of twelve consecutive months. The Landlord again increased their rent by \$50.00 from \$1,800.00 to \$1,850.00 starting January 1, 2025, but did not serve an N1 form. The Tenants paid the increased amount for two-three months and then stopped paying completely. The Landlord did not contest that the rent increase was done without serving an N1 form.
5. Section 135(1) and 136 of the *Act* states:

135(1) An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

136(1) rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

136 (2) An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged, and the lawfulness of the rent increase is in issue in the application.

6. I find that the increase in 2025 is illegal. The Tenants' lawful rent should be \$1,800.00 and not \$1,850.00 since the Landlord failed to serve a valid N1 form and also the Tenants did not pay the increased amount for twelve consecutive months. The Tenants did pay \$1,800.00 for the entire year of 2024. Therefore, I find that the lawful monthly rent is \$1,800.00 per month.
7. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.

Rent arrears

8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026, are \$19,800.00. The difference between the illegal increase and the monthly rent for two months when the Tenants paid \$1850.00 for January and February 2025 instead of \$1800.00, is being deducted from the total arrears due. Therefore, the Tenants owe \$19,700.00 to the Landlord up to January 31, 2026.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,600.00 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.
12. Interest on the rent deposit, in the amount of \$212.22 is owing to the Tenants for the period from October 1, 2018, to January 6, 2026.

Section 83 considerations

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would not be unfair to postpone the eviction until January 31, 2026, pursuant to subsection 83(1)(b) of the Act.
14. The Tenants are relying only on Ontario Disability Support Program for their income. The Tenants would like to move out but have not been able to find another place. The Tenants' younger daughter is in Garde 12 and goes to school nearby. The Tenants are requesting an additional three months to move out.
15. The Landlord pleads financial distress as the Tenants have not made any payments since March of 2025. The Landlord is having trouble paying their mortgage.
16. I do not find the tenancy is viable. The Tenants have known since March 2025 that they are not paying rent, and the rent arrears are now substantial. A further delay past January 31, 2026 would be highly prejudicial to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,886.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after January 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,628.85. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting January 7, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

January 14, 2026
Date Issued

Sheena Brar
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 August 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$19,800.00
Application Filing Fee	\$186.00
Less credit given to the Tenants	-\$100.00
Total the Tenants must pay to continue the tenancy	\$19,886.00

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

Rent Owing To Hearing Date	\$18,355.07
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$212.22
Less credit given to the Tenants	-\$100.00
Total amount owing to the Landlord	\$16,628.85
Plus daily compensation owing for each day of occupation starting January 7, 2026	\$60.82 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	