



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082090-25

In the matter of: 128 EGERTON ST
LONDON ON N5Z2G4

Between: Rejose Matthew Arackal Landlord

And

Jayyson David Gould Tenants
Crystal Lynn Dorion

Rejose Matthew Arackal (the 'Landlord') applied for an order to terminate the tenancy and evict Jayyson David Gould and Crystal Lynn Dorion (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 10, 2025.

The Landlord, the Landlord's Legal Representative, C. Dawdy, and the Tenants attended the hearing.

Preliminary Issues:

1. The Tenants' request for an adjournment to raise s.82 issues and to retain a counsel is denied for the reasons that follow.
2. 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 Tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
3. 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.
4. The Tenants submitted disclosure to the Board around December 04, 2025, but no list of issues or remedies were attached. The Tenants did not serve the Landlord with disclosure. The Tenants claim that the documents they have are fairly large in size and they need time to make them smaller so they can be served. 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.

5. 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.
6. The Tenants also requested an adjournment to retain counsel. The Landlord opposes the adjournment request. The Tenants moved into the rental unit on July 21, 2025 and have not paid rent since.
7. The Notice of Hearing was mailed to the Tenants by the Board on November 6, 2025, deemed served on November 11, 2025. I find the Tenants had enough time to find and retain counsel. The Tenants failed to provide any reason why they could not find and retain a counsel until now. I denied the request to adjourn as the rent arrears are substantial and the Tenants took no reasonable steps to retain counsel as of the hearing date.
8. The Tenants had the opportunity to speak to Tenant Duty Counsel at the hearing.

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.
3. The lawful rent is \$3,000.00. It is due on the 21st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 20, 2025, are \$12,000.00.
7. The Tenants do not agree with the rent arrears, claiming they have paid rent in the months after July 2025. The Tenants claimed the Landlord collected cash rent from them in August 2025 when the Landlord came to the rental unit on August 21, 2025. The Tenant claims she has closed the account she took the money out of to pay rent so she was unable to provide proof. For September 21, and October 21, 2025, they took a loan from a friend to pay rent. The Tenants again claim they paid the same to the Landlord in cash when the Landlord visited them. They believe they only owe the Landlord \$3,000.00. The Tenants brought no evidence to support their claims. I gave the Tenants time to December 22, 2025, to provide proof of their claims. They failed to do so. Based on the lack of evidence, I find that the rent arrears are \$12,000.00 as claimed by the Landlord.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,000.00 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.

10. Interest on the rent deposit, in the amount of \$35.75 is owing to the Tenants for the period from June 20, 2025, to December 10, 2025.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenants have seven children, and their only source of income is Ontario Disability Support Program. The Tenants request a payment plan to pay off the rent arrears. The Tenants also claim that they will pay December 21, 2025, rent before it comes due and that they can provide evidence to the Board and the Landlord's Legal Representative that they paid. They are willing to pay rent and \$500.00 each month towards the arrears until everything is paid off.
13. The Landlord opposes a payment plan since the tenancy is short-lived and the Tenants have not made any payment since the first month of the tenancy.
14. I do not find the tenancy is viable. The Tenants were given a chance to send proof of payment for December 21, 2025 rent, but they failed to do so. There are no changes to Tenants' circumstances or incomes. There is no evidence to support the fact that the Tenants would be able to pay rent going forward. There has been a delay in issuing this order due to the holidays, so no further delay is being granted.

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:**
 - \$15,186.00 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,186.00 if the payment is made on or before January 30, 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 30, 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 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,122.85. 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 \$98.63 per day for the use of the unit starting December 11, 2025, 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 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 31, 2026.

January 19, 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 July 31, 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 20, 2026

Rent Owing To January 20, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$15,186.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 30, 2026

Rent Owing To February 20, 2026	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$18,186.00

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

Rent Owing To Hearing Date	\$10,972.60
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$35.75
Total amount owing to the Landlord	\$8,122.85
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	