



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-088211-25

In the matter of: 44, 180 Mississauga Valley Blvd
Mississauga ON L5A3M2

Between: Nirmalani Dilipkumar Landlord

And

Andre Ricardo Powell Tenants
Chermaine Melinda Powell

Nirmalani Dilipkumar (the 'Landlord') applied for an order to terminate the tenancy and evict Andre Ricardo Powell and Chermaine Melinda Powell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Representative, Yuliya Molchanova, and the Tenant, Andre Ricardo Powell, attended 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 \$3,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$108.49. This amount is calculated as follows: \$3,300.00 x 12, divided by 365 days.
5. The Tenants had not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$13,200.00. The Tenants do not dispute this amount,
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$3,300.00 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.
9. Interest on the rent deposit, in the amount of \$135.28 is owing to the Tenants for the period from April 17, 2024, to January 19, 2026.

Relief from eviction

10. The Tenant testified that the Tenants fell into arrears of rent after he lost his job in October 2025, causing him to divert rent money towards other expenses (e.g. food). He said he was able to secure new employment at the end of November 2025. He confirmed that the second named Tenant (his wife) is employed. The Tenant stated that he has two school age children (aged 14 and 15), one of who has a disability, and an adult son (aged 26), also with a disability. He confirmed that his son receives ODSP.
11. The Tenant requested a nine-month payment plan that would have the Tenants pay \$1,650.00 towards rent arrears in addition to paying their rent.
12. The Landlord opposed the payment plan, testifying that she has two disabled adult daughters (27 and 28 years old). She said the rent arrears cause the Landlords' financial hardship especially in light of the cost of her daughters' medical needs. She testified that both she and her husband work part-time and the rent arrears have resulted in her having to borrow money to pay her mortgage, maintenance and taxes.
13. In support of a request to terminate the tenancy, the Landlord's representative produced a copy of order LTB-L-002503-25 issued on April 22, 2025 [Doc 7137026, page 16] evidencing that the parties have already been before the Board for rent arrears and that the Tenants immediately fell into rent arrears again as soon as the payment plan in the previous Board order was extinguished.
14. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this because I am not satisfied that the Tenants could not pay any money towards rent after the Tenant, Andrew Powell, lost his job. He was able to secure new employment within two months and confirmed that both his wife continued to work and his son received ODSP.

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:**
 - \$13,386.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,686.00 if the payment is made on or before February 6, 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 had paid the full amount owing as ordered plus any additional rent that became due after February 6, 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 February 6, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,712.03. 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 \$108.49 per day for the use of the unit starting January 20, 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 February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 7, 2026.

January 26, 2026

Date Issued

Karen Gonçalves

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 7, 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	\$13,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$13,386.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 6, 2026

Rent Owing To February 28, 2026	\$16,500.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$16,686.00

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

Rent Owing To Hearing Date, January 19, 2026	\$11,961.31
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$135.28
Total amount owing to the Landlord	\$8,712.03
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$108.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	