



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

File Number: LTB-L-089327-25

In the matter of: 2, 137 GOLFOVIEW AVE
TORONTO ON M4E2K6

Between: Christopher Campbell-Duruflé Landlord
Carolina Delgado Chaves

And

Mathangi Ketheeswaran Tenant

Christopher Campbell-Duruflé and Carolina Delgado Chaves (the 'Landlord') applied for an order to terminate the tenancy and evict Mathangi Ketheeswaran (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 16, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025, are \$5,200.00, which are not being disputed by the parties.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. Accordingly, the total amount the Tenant owes the Landlord is \$5,386.00.

Relief from eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Landlord sought a standard 11-day voidable eviction order. The Landlord testified that she has had to take out a line of credit to assist with paying for the mortgage, has had to delay their own personal bills and is struggling to pay them due to the nonpayment of rent from the Tenant. The Tenant previously agreed to vacate the property on November 30, 2025, but failed to vacate.
11. The Tenant sought a payment plan including payments toward the arrears on the 1st of each month, in the amount of \$200.00. The Tenant testified that she was unemployed and that was the reason for the nonpayment of rent but is now employed and has since returned to work December 8, 2025. The Tenant testified she only agreed to vacate under stress and that she is now able to pay her rent going forward and on time. The Tenant testified that if an eviction is ordered she would be homeless as she has been unable to find any alternative housing accommodations.
12. In addition, the Tenant testified that she would be able to pay January 1, 2026, rent in full and on time.
13. Due to the date of this order and in order to ensure that the Tenant has notice of my decision, including the consequence of non-compliance, the deadline for payment of January 2026's rent has been extended.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,386.00 for arrears of rent up to December 31, 2025, and includes costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$200.00 monthly payments on or before the 1st day of each month starting February 1, 2026, until March 1, 2028.
 - b) With a final payment of \$186.00 on or before April 1, 2028.
3. The Tenant shall pay to the Landlord the rent for January 2026 on or before January 31, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026, to May 1, 2028, or until the arrears are paid in full, whichever date is earliest.

5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

January 29, 2026
Date Issued

Samantha Greaves
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant 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	\$10,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,400.00
Total the Tenant must pay to continue the tenancy	\$7,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 2, 2026

Rent Owing To February 28, 2026	\$12,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,400.00
Total the Tenant must pay to continue the tenancy	\$10,186.00

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

Rent Owing To Hearing Date	\$6,462.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,400.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$75.12
Total amount owing to the Landlord	\$1,773.28
Plus daily compensation owing for each day of occupation starting December 17, 2025	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	