



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

File Number: LTB-L-095273-25

In the matter of: 1034 BYRON ST N
WHITBY ON L1N0E5

Between: AHIMSADASAN NADARAJAH Landlords
SUMATHI AHIMSADASAN

And

CHARMAINE PATRICIA MARSTON Tenants
HEATHER MARSTON

When the capitalized word “Landlord” is used in this Order, it refers to all persons or companies identified as a Landlord at the top of the Order. When the capitalized word “Tenant” is used in this Order, it refers to all persons identified as Tenant at the top of the Order.

AHIMSADASAN NADARAJAH (the 'Landlord') applied for an order to terminate the tenancy and evict CHARMAINE PATRICIA MARSTON and HEATHER MARSTON (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on January 22, 2026, at which time the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Sarah Visnovec.

The Landlords’ representative, Thirusenthuran Sivapatham, the Landlords and the Tenant, Charmaine Patricia Marston on behalf of the Tenants were present. The Tenant spoke with Duty Counsel prior to the hearing.

As a result of the mediation, the parties mutually agreed to resolve all matters raised in the application and requested an order on consent, and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

- a) The lawful rent is \$3,386.00. It is due on the 15th day of each month.

- b) Based on the Monthly rent, the daily rent/compensation is \$111.32. This amount is calculated as follows: \$3,386.00 x 12, divided by 365 days.
- c) The Tenants have not made any payments since the application was filed.
- d) The rent arrears owing to February 14, 2026, are \$16,930.00.
- e) The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- f) The Landlords collected a rent deposit of \$3,300.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
- g) Interest on the rent deposit, in the amount of \$172.40 is owing to the Tenants for the period from January 15, 2024 to January 22, 2026.

On consent, it is ordered that:

1. The Application is amended to include Sumathi Ahimsadasan as a named Landlord.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,116.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$20,502.00 if the payment is made on or before March 7, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 7, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,706.64 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 7. The Tenant shall also pay the Landlord compensation of \$111.32 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.

8. If the Tenant does not pay the Landlord the full amount owing on or before March 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 7, 2026, then starting March 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 8, 2026.

January 27, 2026
Date Issued

Sarah Visnovec
Hearings Officer, 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 September 8, 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 to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To February 14, 2026	\$16,930.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,116.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 7, 2026

Rent Owing To March 14, 2026	\$20,316.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,502.00

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

Rent Owing To Hearing Date	\$15,993.04
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	- \$172.40
Total amount owing to the Landlord	\$12,706.64
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$111.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	