



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-066685-25

In the matter of: Upper Unit, 40 THIMBLEBERRY ST
BRAMPTON ON L7A3L4

Between: Shanmuganathan Nagendram Landlord
Sathiyabama Shanmuganathan

And

Sachin Abraham Tenant
Ambily Vadackel George

Shanmuganathan Nagendram and Sathiyabama Shanmuganathan (the 'Landlord') applied for an order to terminate the tenancy and evict Sachin Abraham and Ambily Vadackel George (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Shanmuganathan Nagendram and Sathiyabama Shanmuganathan (the 'Landlord') **{also}** applied for an order requiring Sachin Abraham and Ambily Vadackel George (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on December 1, 2025.

The Landlord's legal representative, Sathiyapriya Kalaimathian, the Landlord and an agent for the Landlord, the Landlord's daughter Kayani attended the hearing.

As of 9:40am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary:

Landlord request to amend application

1. On the day of the hearing the Landlord requested to amend the application to increase the amount of the unpaid utilities owed by the Tenant.
2. The Landlord's position is that new invoices were sent after the application was filed.
3. The Tenant was not in attendance to make submissions on the Landlord's request.
4. Section 15 of the Board's Rules of Procedure on Amending Applications states:

15.4 The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

5. I find the Landlord's request to amend the application prejudicial to the Tenant.
6. In my view the Landlord had ample time to amend the application in accordance with the Rules in writing and prior to the hearing and by serving a copy to the Tenant.
7. In the alternative the Landlord has recourse to collect the additional unpaid utilities through an L10 application given the Tenants have vacated on November 14, 2025.
8. In making my decision I note the Landlord is still within the *Residential Tenancies Act*, 2006 (the "Act") requirement to file the L10 within one year of the Tenant vacating.
9. Given the above the Landlord's request is denied.

Determinations:

10. As explained below, the Landlord has proven on a balance of probabilities the claim for compensation in the application.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The Tenant vacated the rental unit on November 14, 2025.

Compensation for unpaid utilities

13. The Landlord claims the Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Tenant was obligated to pay the gas, water and electricity.
14. The Landlord agent, Kayani, would collect the utility bills then send copies to the Tenant. The Tenant would then send e-transfers to the Landlord for full payment.

15. Kayani stated that the Tenant stopped sending the payments.
16. The Landlord claims they have incurred reasonable out-of-pocket expenses of \$2,387.90 as a result of the Tenant's failure to pay gas, water and electrical utilities costs.
17. The Landlord submitted copies of the utility bills to support the claim in the application for unpaid utility costs.
18. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations in the application and therefore, the Tenant owes the Landlord \$2,387.90.
19. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
20. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 14, 2025.
2. The Tenant shall pay to the Landlord \$2,387.90, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$2,48.03.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.