



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

File Number: LTB-L-094189-25

In the matter of: 145, 100 RIDEAU ST
OSHAWA ON L1J 6P5

Between: SKPM Rents 10 Landlord

and

Naveesnan Naveesnan Nagulesvaran Tenants
Nagulesvaran Paramalingam

SKPM Rents 10 (the 'Landlord') applied for an order to terminate the tenancy and evict Naveesnan Naveesnan Nagulesvaran and Nagulesvaran Paramalingam (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026. The Landlord's representative, Sharon Harris, and the Tenants, Naveesnan Naveesnan Nagulesvaran, attended the hearing on behalf of all Tenants.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,574.78. It is due on the 1st day of each month.
4. It is not in dispute that the rent arrears owing to January 31, 2026 are \$10,933.15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. Accordingly, the total amount the Tenants owe the Landlord is \$11,119.15.

Relief from Eviction

5. 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.

6. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. The Landlord objected to a payment plan. It is the Landlord's position that the tenancy is not viable, and that further delay would cause financial prejudice to the Landlord.
7. Naveesnan Nagulesvaran testified that he is a single father who has sole custody of his minor daughter. The mother is a drug addict who lives on the street. He indicated the second Tenant is his father who is a senior and has disabilities. He further testified that he recently found employment which is unionized. He earns approximately \$840.00 per week, and his father receives disability income of \$900.00 per month. The Tenants share the household expenses. He testified his expenses including for his daughter is \$1,892.40 per month which includes the rent. He indicated he has a lot of used clothes that others have provided to him so he saves the expense of purchasing clothing for his daughter. Although he has made no payments since the application has been filed, he requested a payment plan of \$1,850.00 per month to preserve his tenancy and indicated several times during the hearing that he will pay because he is now employed.
8. While the Landlord objected to a payment plan and submits that the tenancy is no longer viable, I find that it would not be unfair to grant relief from eviction. Although the Tenants did not file any documentary evidence regarding their monthly income and expenses, I found the testimony of Naveesnan Nagulesvaran to be credible. I am satisfied that the Tenants are able to make payments towards the arrears while continuing to pay the ongoing rent.
9. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The Tenants shall pay to the Landlord \$11,119.15 for arrears of rent up to January 31, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Payment Due
Due on or before February 28, 2026	\$1850.00
Due on or before March 28, 2026	\$1850.00
Due on or before April 28, 2026	\$1850.00

Due on or before May 28, 2026	\$1850.00
Due on or before June 28, 2026	\$1850.00
Due on or before July 28, 2026	\$1869.15

3. The Tenants 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 July 31, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 6, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenants 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.