



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

File Number: LTB-L-099377-25

In the matter of: UPPER, 90 MOUNTLAND DR
SCARBOROUGH ON M1G2P1

Between: Thayakaran Nadarajah Landlord

And

Justin Andrew Nadres Tenant
Rosemarie Balero Donque

Thayakaran Nadarajah (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Andrew Nadres and Rosemarie Balero Donque (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord Thayakaran Nadarajah, Landlord's Agent Shan Rajah, and the Tenant Justin Andrew Nadres attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

The Tenant's request for an adjournment

1. At the outset of the hearing, the Tenant requested an adjournment on the basis that his evidence was stored on his phone and that he wished to seek legal advice. The Tenant was unable to explain what steps, if any, he had taken since receiving the Notice of Hearing to prepare his evidence or obtain legal assistance. The Tenant also acknowledged that he had access to Tenant Duty Counsel prior to the hearing.
2. I note that there is no record before the Board of any technical issues preventing the Tenant from filing or presenting evidence, nor did the Tenant contact the Board in advance of the hearing to raise such concerns. In the circumstances, I find that the Tenant was provided with adequate notice of the hearing and a reasonable opportunity to prepare. The request for an adjournment was therefore denied.

The lawful monthly rent amount

3. Before addressing the merits of the application, it is necessary to determine the lawful monthly rent, as this issue is material to the validity of the Notice of Termination and the calculation of arrears.
4. The Landlord's evidence is that the tenancy commenced on September 15, 2025, with an agreed monthly rent of \$3,500.00, payable on the 15th day of each month. This rent amount is consistently reflected in both the N4 Notice and the L1 Application. The Tenant received these documents and did not dispute the stated rent amount until the hearing.
5. The Tenant alleged that the lawful rent was \$2,900.00 per month and that the \$1,450.00 payment made after moving into the unit represented prorated rent for the first half of the month. I do not accept this evidence. The Tenant produced no lease agreement, written communications, receipts, bank records, or other documentary evidence to support the alleged \$2,900.00 rent. The Tenant's position was based solely on unsupported oral testimony.
6. By contrast, the Landlord testified that the \$1,450.00 payment was not calculated as prorated rent and was accepted only because that was all the Tenant had available at the time. I note that there is no evidence that the parties agreed to a reduced rent, a temporary rent, or a prorated rent amount based on a \$2,900.00 monthly rent.
7. On the basis of the best evidence before the Board, I find on a balance of probabilities that the lawful monthly rent is \$3,500.00, payable on the 15th day of each month.

The Landlord's rent arrears application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$3,500.00. It is due on the 15th day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: $\$3,500.00 \times 12$, divided by 365 days.
12. The Tenant has not made any payments since the application was filed. This was undisputed at the hearing.
13. The rent arrears owing to February 14, 2026, are \$16,050.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from eviction

16. The Tenant requested relief from eviction until May 1, 2026, citing personal circumstances including difficulty in finding another rental unit, and having a child in the rental unit.
17. The evidence establishes that only one payment of \$1,450.00 has been made since the start of the tenancy and that no rent payments have been made since the application was filed. The arrears are substantial and continue to increase. The Tenant did not propose a repayment plan, did not commit to making ongoing rent payments if relief were granted, and did not provide any evidence demonstrating an ability or willingness to pay the lawful rent or reduce the arrears.
18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, granting relief would likely result in continued non-payment and significant prejudice to the Landlord. Moreover, the Tenant's submissions fail to prove that the Tenant is willing or able to pay their lawful rent in full and on time, or repay the rent arrears owing.
19. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,236.00 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$19,736.00 if the payment is made on or before February 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 February 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 February 16, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,152.47. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.

February 5, 2026
Date Issued

Kyle Anderson
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 17, 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	\$16,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,236.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2026

Rent Owing To March 14, 2026	\$19,550.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,736.00

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

Rent Owing To Hearing Date	\$14,966.47
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$15,152.47
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	