



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tharmalingam v Thomas, 2026 ONLTB 12979

Date: 2026-02-10

File Number: LTB-L-099353-25

In the matter of: ROOM C, 1700 IRVINE SCOTT ST
OSHAWA ON L1K0X6

Between: Thiviyakumar Tharmalingam Landlord

And

Jerry Lee Thomas Tenant

Thiviyakumar Tharmalingam (the 'Landlord') applied for an order to terminate the tenancy and evict Jerry Lee Thomas (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's Legal Representative Bavithra Vigneswarajah and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Tenant's Section 82 Issues

1. At the hearing, the Tenant wanted to raise section 82 issues for me to consider.
2. When the Tenant was asked whether he had served a list of section 82 issues on the Landlords and filed it with the Board, he stated that he had not served the issues on the Landlord, but had filed his issues with the board the other day. When asked why he had not served the Landlord, he thought he had done what he needed to do.
3. Pursuant to section 82 of the Act, a Tenant is permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. The Tenant did not meet the disclosure requirements of serving his list of section 82 issues and any evidence on the Landlords and filing with the Board five days prior to the hearing. The Tenant did not provide a satisfactory response as to why he did not comply.

4. The Notice of Hearing is accompanied by documents, one of which includes a blank form that the Tenant can complete regarding tenant issues. The documents also outline the disclosure requirements. The Tenant ought to have known his disclosure obligations to raise section 82 issues.
5. As such, I did not hear the Tenant's evidence regarding the issues he wished to raise. However, it should be noted that this does not preclude the Tenant from bringing his own application regarding these issues. He may wish to contact his local legal clinic to get advice in this regard.

L1 Application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,100.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: $\$1,100.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026 are \$5,500.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
14. Interest on the rent deposit, in the amount of \$13.86 is owing to the Tenant for the period from July 1, 2025 to February 4, 2026.
15. The Tenant does not dispute the arrears owing. He stated that he was confused by the whole process as he had received a N12 notice of termination from the Landlord in August of 2025 indicating that the Landlord's daughter wished to occupy the rental unit and then later he received an N4 Notice for arrears owing. The Tenant did not elaborate on how this caused confusion or played any role in his non-payment of rent.
16. He testified that he is self employed as a carpenter, but that work had slowed down which led to the arrears. He has applied for and receives Ontario Works in the amount of approximately \$733.00 per month.
17. The Tenant further stated that he does not wish to remain in the rental unit as he has been having issues with his roommates, although admittedly he did not report any issues to the Landlord. He is seeking a delayed eviction of 45 days to find alternative housing.

18. The Landlord seeks termination of the Tenancy as soon as possible as the Tenant has not made any payments to the Landlord since September and that the Tenancy only commenced in July, 2025.
19. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant will be given some additional time to find alternative housing, but it is clear that the Tenant is no longer able to afford the monthly rent and it would be prejudicial to the Landlord and unfair to the Tenant to delay eviction any further. Although the brief delay is not ideal for the Landlord the Landlord does hold a last month's rent deposit on behalf the Tenant to help mitigate any potential loss the delay may cause.

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:**
 - \$5,686.00 if the payment is made on or before February 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,616.78. 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.
6. The Tenant shall also pay the Landlord compensation of \$36.16 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.

February 10, 2026
Date Issued

Sean Ramage
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 September 1, 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 28, 2026

Rent Owing To February 28, 2026	\$5,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,686.00

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

Rent Owing To Hearing Date	\$4,544.64
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$13.86
Total amount owing to the Landlord	\$3,616.78
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$36.16 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	