



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

File Number: LTB-L-086791-25

In the matter of: 96 Golden Springs Dr.
Brampton ON L7A4N6

Between: Gireesh Nair Landlord
Nivedita Doman

And

Corey Pollard Tenant
Kefton Powell

Gireesh Nair and Nivedita Doman (hereafter collectively referred to as the 'Landlord') applied for an order to terminate the tenancy and evict Corey Pollard and Kefton Powell (hereafter collectively referred to as the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (hereafter referred to as the 'L1 Application').
- 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; and due to the Tenant being persistently late in paying the Tenant's rent (hereafter referred to as the 'L2 Application').

As part of the L2 Application, the Landlord also applied for an order requiring 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 January 8, 2026.

Only the Landlord and the Landlord's Legal Representative, Trevor Jacquard, attended the hearing.

As of 10:48am, 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.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (hereafter referred to as the '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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,280.00. It is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$107.84. This amount is calculated as follows: \$3,280.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$17,050.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,200.00 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.
9. Interest on the rent deposit, in the amount of \$275.35 is owing to the Tenant for the period from July 1, 2022, to January 8, 2026.

L2 Application

a) Application Amendment

10. At the hearing, the Landlord requested the Board's permission to amend their L2 Application, as they no longer sought to terminate the tenancy and evict the Tenant on the basis that the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex, substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
11. The Landlord also sought to reduce their claim for unpaid utilities from \$1,259.55 to \$1,159.55.
12. I find that the Tenant would not be prejudiced by such amendments, even in their absence at the hearing.
13. Accordingly, pursuant to subsection 200(1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') and Rule 15 of the Board's *Rules of Procedure*, I granted the amendment request.

b) Persistent Late Payment of Rent

12. On September 30, 2025, the Landlord gave the Tenant an N8 Notice of Termination with a termination date of November 30, 2025 (hereafter referred to as the 'N8 Notice'). The N8 Notice alleges that that rent is due on the first (1st) day of each month and that the Tenant was late in paying the monthly rent:
- Four consecutive times between September 1, 2024, and December 31, 2024,
 - Seven consecutive times between January 1, 2025, and July 31, 2025.
13. The Landlord testified as to the authenticity of the information contained in the N8 Notice, and indicated that since the month of July 2025, the Tenant has continued to fail to pay the entirety of the lawful monthly rent in full and on time.
14. The Landlord stated that they have communicated with the Tenant, most notably by text messages, to remind them of their obligation to pay the monthly rent in full and on time.
15. On the basis of the uncontested evidence and submissions before me, I am satisfied, on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. As previously stated, the rent is due on the first (1st) day of each month and the rent was paid late eleven (11) consecutive times between September 1, 2024, and July 31, 2025.
16. Despite the reminders and notices served by the Landlord to the Tenant, the Tenant has continued to fail to pay the Landlord the entirety of the rent¹ in full and on time².

c) Compensation for Unpaid Utilities

17. The Landlord testified that the Tenant is responsible to pay for water costs under the terms of the tenancy agreement.
18. The Landlord stated that the Tenant failed to pay the water costs for the period starting July 1, 2025, and ending September 23, 2025. They therefore submit that the Tenant owes the Landlord the amount of \$1,159.55 for unpaid water costs, as it appears from a copy of the Pre-Tax Letter from the Region of Peel, dated November 20, 2025 (DOC-7097430; Exhibit 1).
19. On the basis of the uncontested evidence and submissions before, I am satisfied – on a balance of probabilities – that the Tenant failed to pay water costs that they were required to pay under the terms of the tenancy agreement, which led to the Landlord incurring reasonable out-of-pocket expenses in the amount of \$1,159.55 as a result of the Tenant's failure to pay the aforementioned costs of utilities.

¹ *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC 6864

² Order LTB-L-086791-25, issued n February 9, 2026, paragraphs 3 to 6.

Relief From Eviction

20. The Landlord sought the termination of the tenancy due to the increasing amount of the rent arrears and the tenancy failure to persistently pay the ongoing rent in full and on time.
21. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears, but the Tenant was not responsive to the Landlord's overtures.
22. The Landlord relies on the timely and complete rent payments from the Tenant in order to pay for the expenses related to the rental unit and the residential complex, including the mortgage, the property taxes, and the insurance. The lack of payment from the Tenant is therefore causing a financial strain on the Landlord.
23. The Tenant was not present to submit their circumstances for the Board to consider delaying or denying the eviction, and the Landlord was unaware of any factors to consider with respect to relief from eviction.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the Tenant's payment history since the filing of the application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
25. Indeed, the Tenant has submitted limited payment towards the arrears of rent or the ongoing rent since the filing of the application. The substantial arrears of rent have continued to increase and have more than doubled since the Tenant was served with the N4 Notice. The Tenant has not demonstrated an ability to pay the ongoing rent, let alone to pay the said rent in full and on time.
26. The Landlord should no longer have to bear the burden of the Tenant's failure to pay the monthly rent. I have therefore terminated the tenancy in accordance with the terms set out below.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 20, 2025.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing, the compensation for unpaid utilities, and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$12,502.92 *See Schedule 1 for the calculation of the amount owing.*
4. The Tenant shall also pay the Landlord compensation of \$107.84 per day for the use of the unit starting January 9, 2026, to the date the Tenant moves out of the unit.

5. If the Tenant does not pay the Landlord the full amount owing on or before February 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 20, 2026, then starting February 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 21, 2026.

February 9, 2026

Date Issued

Alexandre Traboulsi

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 21, 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 as the tenancy is terminated

Rent Owing To January 8, 2026	\$18,432.72
Compensation for Unpaid Utilities	\$1,159.55
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$3,800.00
Less the amount of the last month's rent deposit	-\$3,200.00
Less the amount of the interest on the last month's rent deposit	-\$275.35
Total amount owing to the Landlord	\$12,502.92
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$107.84 (per day)