



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

File Number: LTB-L-101179-25

In the matter of: 3, 474 MCKIM ST
SUDBURY ON P3C2L4

Between: NIROSH MOHANATHAS MOHANATHAS Landlord

And

LAWRENCE MCNEIL Tenant

NIROSH MOHANATHAS MOHANATHAS (the 'Landlord') applied for an order to terminate the tenancy and evict LAWRENCE MCNEIL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlord's legal representative, Melissa Robinson, the Landlord, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to February 28, 2026, are \$13,000.00.
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 \$2,000.00 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 \$54.60 is owing to the Tenant for the period from January 1, 2025, to February 9, 2026.

Relief from eviction

10. The Tenant requested that the Bord impose a repayment plan that would allow them to preserve the tenancy by paying the new rent that comes due as well as \$400.00 a month towards the arrears until they are paid off in full, which would take approximately 32 months.
11. The Tenant provided testimony regarding their personal and financial difficulties including the loss of his roommate and living on one income which impacted the Tenant's ability to pay rent. The Tenant submits that he now has 3 other roommates who are all on ODSP who can help pay rent.
12. The Landlord opposed the repayment plan proposed by the Tenant on the basis that it is too lengthy and therefore prejudicial to the Landlord as the Landlord has to pay the mortgage and without the rent payments it creates stress and financial hardship for the Landlord who is a small landlord.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In making my finding, I considered the proposed payment plan and the fact that it is too lengthy. The significant amount of arrears of rent and the fact that the Tenant's income is not enough to pay the monthly rent as it comes due will result in the continued accumulation of the arrears of rent. Further I find any additional accumulation of rent would prejudice the Landlord given the current amount owing is significant. I find this is not a viable tenancy and relief from eviction is not appropriate in this matter.

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:**
 - \$13,186.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,186.00 if the payment is made on or before March 3, 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 March 3, 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 March 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,723.15. 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 \$65.75 per day for the use of the unit starting February 10, 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 March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 4, 2026.

February 20, 2026

Date Issued

Teresa Hunt

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 4, 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	\$13,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 3, 2026

Rent Owing To March 31, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$11,591.75
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$54.60
Total amount owing to the Landlord	\$9,723.15
Plus daily compensation owing for each day of occupation starting February 10, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	