



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivanathan v Spencer, 2026 ONLTB 14538

Date: 2026-02-19

File Number: LTB-L-100538-25

In the matter of: MAIN FLOOR, 72 HILEY AVE
AJAX ON L1S6H5

Between: Parameshwary Sivanathan Landlords
Vithyasini Pathmanathan

And

Shantel Spencer Tenant

Parameshwary Sivanathan and Vithyasini Pathmanathan (the 'Landlords') applied for an order to terminate the tenancy and evict Shantel Spencer (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 Landlords' Agent, Sangeetha Shingam, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$11,600.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,900.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$88.68 is owing to the Tenant for the period from November 5, 2024, to February 9, 2026.
10. 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 Landlords 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.
11. The Tenant testified at the hearing about her circumstances, seeking relief from eviction. She testified that she receives approximately \$4,700.00 in government assistance for herself and her children. She has not made any payments to the Landlord since the Landlord's application was filed.
12. When asked why none of the money she received – some of which is particularly earmarked for housing – was paid to the Landlord, she testified that she was “withholding” rent due to maintenance concerns (none of which were raised under section 82 of the Act in response to the Landlord's application). This is not permitted by the Act. When asked if she had saved the rent money and was therefore in a position to pay the arrears, she testified that most of the money had been used for a car repair.
13. The Tenant has not made a good faith effort to pay the rent she owes to the Landlord. Any relief granted to this Tenant would be unfair to the Landlord as, in my view, it would only lead to the arrears continuing to grow.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$11,786.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,686.00 if the payment is made on or before March 2, 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 2, 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 2, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,755.38. 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 Landlords owe 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 Landlords compensation of \$95.34 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 Landlords the full amount owing on or before March 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 3, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 2, 2026, then starting March 3, 2026, the Landlords 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 Landlords on or after March 3, 2026.

February 19, 2026
Date Issued

Jeremy Henderson
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 3, 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	\$11,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 2, 2026

Rent Owing to March 31, 2026	\$14,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,686.00

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

Rent Owing to Hearing Date	\$9,558.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$88.68
Total amount owing to the Landlords	\$6,755.38
Plus, daily compensation owing for each day of occupation starting February 10, 2026	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	