



Order under Section 69 Residential Tenancies Act, 2006

Citation: THIRUCHELVAM v UWAIS, 2026 ONLTB 14399

Date: 2026-02-18

File Number: LTB-L-101262-25

In the matter of: 10 RED FOX PL
SCARBOROUGH ON M1B0A8

Between: LAKUTHARAN THIRUCHELVAM Landlord

And

ROSHAN UWAIS Tenants
RANI SUDALAEI SUDALEI

LAKUTHARAN THIRUCHELVAM (the 'Landlord') applied for an order to terminate the tenancy and evict ROSHAN UWAIS and RANI SUDALAEI SUDALEI (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 10, 2026.

The Landlord's Representative, Thirusenthuran Sivapatham, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.

Adjournment Request

3. The Tenants made a late adjournment request after the Landlord had finished their direct evidence. The Tenants claimed they were feeling stressed and wanted to obtain legal advice on the matter.
4. The Landlord opposed the adjournment request.
5. I considered the request and the relevant factors, including

- a. the reason for the adjournment and position of the parties;
 - b. the issues in the application;
 - c. any prejudice that may result from granting or denying the request;
 - d. the history of the proceeding including other adjournments or rescheduling; and
 - e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
6. The Notice of Hearing was sent to the Tenants via mail on January 20, 2026 and the Tenants had not taken any steps to find legal representation as of the date of the hearing.
 7. The Tenants very late request to reschedule this hearing so the Tenants can attempt to secure representation is denied. As explained in LTB guideline: Adjourning and Rescheduling Hearings. Interpretation Guideline 1, "Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date." I am not satisfied that the Tenants made reasonable efforts prior to the hearing.

L1 Application

8. The lawful rent is \$3,150.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$103.56. This amount is calculated as follows: \$3,150.00 x 12, divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to February 28, 2026 are \$11,795.13.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Tenants wish to vacate the rental unit as they can no longer afford rent any longer. The Tenant Roshan Uwais has been off work for the past 5 to 6 months. The Tenant Rani Sudalaei Sudalei is working part-time and makes between \$500.00 and \$1,000.00 per month.
15. The Landlord seeks termination of the tenancy as it is no longer viable, but is agreeable to a postpone eviction until the end of February.
16. 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 Tenants 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$11,981.13 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 28, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,866.73. 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 Tenants shall also pay the Landlord compensation of \$103.56 per day for the use of the unit starting February 11, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 28, 2026, the Tenants 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 18, 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 Tenants 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	\$11,795.13
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$11,981.13

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

Rent Owing to Hearing Date	\$9,680.73
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,866.73
Plus, daily compensation owing for each day of occupation starting February 11, 2026	\$103.56 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	