



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102670-25

In the matter of: BASEMENT, 43 BERNADINE ST
SCARBOROUGH ON M1P4M3

Between: Vithushaan Thavarajah Landlord
Kasanja Ganeshamoorthy

And

Rajat Gill Tenant
Jashmer Gill

Vithushaan Thavarajah and Kasanja Ganeshamoorthy (the 'Landlord') applied for an order to terminate the tenancy and evict Rajat Gill and Jashmer Gill (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2026. The Landlord Vithushaan Thavarajah, Landlord's legal representative Lorrie McCullough, and the Tenant Rajat Gill attended the hearing.

Preliminary Issue:

1. The Tenant sought to raise issues pursuant to section 82 of the *Residential Tenancies Act* (the Act). However, the Tenant did not serve the Landlord with a summary of these issues, nor did he upload such a document to TOP. As the Tenant failed to comply with the disclosure requirements set out in section 82 of the Act and the Board's Rules of Procedure, he was not permitted to raise those issues under that section. The Tenant was, however, permitted to raise the same concerns under section 83 of the Act.

Determinations:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,400.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$14,400.00. This amount was not in dispute.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,400.00 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.
10. Interest on the rent deposit, in the amount of \$43.91 is owing to the Tenant for the period from April 1, 2025 to February 12, 2026.

Relief from eviction

11. The Tenant testified that he has no ability to pay the arrears, as he is not legally permitted to work in Canada.
12. The Tenant raised concerns regarding a cockroach infestation in the rental unit, which he believes rendered the unit uninhabitable. He stated that he informed the Landlord of the issue and that the Landlord arranged for the unit to be sprayed; however, the infestation persists.
13. During cross-examination, the Tenant acknowledged that the Landlord arranged for pest control "three to four times" and admitted that the Landlord made efforts to remediate the problem.
14. The Landlord testified that he was informed of the cockroach issue immediately after the tenancy began. He arranged for pest control treatment on the same day and on several subsequent occasions. The Landlord further testified that the Tenant refused to properly prepare the unit for treatment on multiple occasions. The Landlord stated that he has not received any further complaints regarding cockroaches since October 31, 2025.
15. Section 83 of the Act states:
83 (1) Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,
 - (a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or
 - (b) order that the enforcement of the eviction order be postponed for a period of time.(2) If a hearing is held, the Board shall not grant the application unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection (1).

(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;

16. Based on the evidence presented, I am not satisfied that the Landlord breached any of their obligations under the Act or any material term of the tenancy agreement. The Landlord acknowledged that there was a cockroach issue and took immediate steps to remediate it. The Tenant's own evidence aligns with the Landlord's testimony to the extent that both confirm the Landlord made repeated efforts to address the problem.
17. The Tenant did not provide any evidence to corroborate the current condition of the rental unit. No photographs, videos, or other documentation were submitted to support a finding that the Landlord remains in breach of their responsibilities or that the rental unit is presently uninhabitable. Furthermore, there was no evidence that the Tenant has informed the Landlord of any issue in the rental unit after October 31, 2025.
18. I have considered all relevant circumstances under subsection 83(2) of the Act, and I find that it would be unfair to grant relief from eviction under subsection 83(1). The Tenant acknowledged that he has no ability to repay the arrears, as he is not legally permitted to work in Canada. As such, granting additional time for payment would not be appropriate, as the tenancy is not viable.

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:**
 - \$14,586.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$16,986.00 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 \$10,688.89. 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 \$78.90 per day for the use of the unit starting February 13, 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

Brett Lockwood
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	\$14,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,586.00

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	\$16,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,986.00

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

Rent Owing To Hearing Date	\$12,946.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$43.91
Total amount owing to the Landlord	\$10,688.89
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	