



Order under Section 69 Residential Tenancies Act, 2006

Citation: Potluru v MCINTOSH, 2026 ONLTB 16112

Date: 2026-02-20

File Number: LTB-L-102899-25

In the matter of: 52 HEMING TRAIL
Hamilton ON L9K0J8

Between: Anitha Potluru
Rajshekhar Vemulapalli

Landlords

And

Kevin Mcintosh

Tenant

Anitha Potluru and Rajshekhar Vemulapalli (the 'Landlords') applied for an order to terminate the tenancy and evict Kevin Mcintosh and Claudette Jena (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

The Landlords, the Landlords' legal representative, E. Alexander, and the Tenant, K. Mcintosh, attended the hearing.

Determinations:

1. On consent of the parties, the style of cause is amended to remove the second-named Tenant, Claudette Jena, as a party to the application.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$3,200.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
6. The Tenant has paid \$3,900.00 to the Landlords since the application was filed.

7. The rent arrears owing to February 28, 2026 are \$12,550.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenant does not dispute the arrears owing.
11. The Tenant testified that he sustained a workplace injury in December 2022 and did not return to work until January 2025. As a result of the injury, he was unable to perform overtime hours or continue working at his secondary employment. The Tenant further submits that his full-time employer is no longer able to accommodate him restrictions and that effective next Monday, he will be on receipt of WSIB benefits in the amount of \$800.00 per week, together with \$500.00 per week from his pension. The Tenant's total monthly income is \$5,200.00. The Tenant further testified that he is 60 years old and intends to apply for CPP benefits which he expects will assist in improving his financial circumstances. The Tenant submits that his total monthly expenses inclusive of rent are \$4,710.00.
12. The Tenant testified that he will not know until April 2026 whether he will be able to return to work. In the interim, based on his current income, he proposes to pay \$1,200.00 per month toward the arrears, in addition to paying the lawful monthly rent in full and on time. The Tenant proposes that these payments commence March 15, 2026 and continue on the 15th day of each month thereafter.
13. In the event that an eviction order is issued, the Tenant requests that enforcement be delayed until April 30, 2026 to permit him to secure alternative accommodation.
14. The Tenant further testified that he has undergone surgical repairs to both knees; however, the procedures have not been successful. As a result, he submits that he has significant mobility limitations and is unable to physically manage to move at this time.
15. The Landlords oppose the Tenant's proposed payment plan and seek a standard order for termination and eviction. In the alternative, the Landlords submit that any payment plan ordered should not exceed six months in duration. The Landlords further submit that the tenancy commenced in 2019 and that the arrears have continued to escalate.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
17. According to section 83 of the Act, when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”

18. I acknowledge eviction is a remedy of last resort. On a balance of probabilities, I am satisfied that the Tenant will be able to satisfy his proposed payment plan, particularly in light of his current income and his intention to apply for CPP benefits, which may further improve his financial circumstances.
19. Although the Tenant’s proposed payment plan extends approximately five months beyond the timeframe suggested by the Landlords, I do not find the length of the proposed plan to be unreasonable in the circumstances. Having considered the parties’ respective positions and the Tenant’s personal circumstances, I find that a conditional order is appropriate. Any prejudice to the Landlord is mitigated by the inclusion of a section 78 clause in this order.

It is ordered that:

1. The Tenant shall pay to the Landlords \$12,736.00 for arrears of rent up to February 28, 2026. This amount includes the \$186.00 application filing fee.
2. The Tenant shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,200.00 on the 15th day of each month commencing March 15, 2026 to December 15, 2026.
 - b) \$736.00 on January 15, 2027.
3. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period March 1, 2026 to January 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant’s breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 20, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.