



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: GUPTA v KAYYALACKAKOM, 2026 ONLTB 16600

Date: 2026-02-27

File Number: LTB-L-003850-25-RV

In the matter of: 36 ELENA AVENUE
OSHAWA ON L1H2Z8

Between: JIWAN GUPTA

Landlord

And

JITHIN KAYYALACKAKOM
THOMASKUTTY GEORGE
SHERIN JOSEPH
ARAVIND APPUKUTTAN
ALBIN SUNNY
ANTO BABU

Tenants

JIWAN GUPTA (the 'Landlord') applied for an order to terminate the tenancy and evict JITHIN KAYYALACKAKOM, THOMASKUTTY GEORGE, SHERIN JOSEPH, ARAVIND APPUKUTTAN, ALBIN SUNNY and ANTO BABU (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-003850-25 issued on January 23, 2026.

On January 22, 2026, the Landlord requested a review of the order.

On January 23, 2026, interim order LTB-L-003850-25-RV-IN was issued, sending the review request to a hearing.

This review request was heard by videoconference on February 17, 2026.

The Landlord and the Tenants, J. Kayyalackakom, and S. Joseph, attended the hearing.

Determinations:

Review:

1. The matter was adjourned a couple of times because the Tenants disputed the amount of rent being charged, and the adjudicator required further disclosure from the parties to make a determination.
2. When the matter was finally heard on January 20, 2026, the Landlord did not attend, and the Vice Chair dismissed the Landlord's application as abandoned.
3. The Landlord filed his request for a review alleging that he was not reasonably able to participate in the hearing held on January 20, 2026.
4. The Landlord said that he connected to the hearing link at 8:45 a.m. on the morning of the hearing, and he waited to be admitted. He said that he was not admitted until after 11:30 a.m., when he was told by a Board employee that the hearing block was finished.
5. Both Tenants said that they, too, were not admitted to the hearing, but they said that they came late, after 10:30 a.m.
6. The Board's records reveal that this matter was the only one scheduled in the hearing block that morning, and there is no recording of the hearing block on the record.
7. I find that it is credible that there was a technical issue at the Board that morning and the Landlord's presence in the waiting room may not have been visible to the Vice Chair. The Landlord was very motivated to have his matter heard, and he filed his request for a review even before the order was issued.
8. Consequently, I granted the Landlord's request for a review and I proceeded to hear the matter *de novo*.

Landlord's Application:

9. The Tenants were in possession of the rental unit on the date the application was filed.
10. The Tenants vacated the rental unit on May 14, 2025. Rent arrears are calculated up to the date the Tenants vacated the unit.
11. The Landlord stated that the monthly rent was \$2,600.00, and the Tenants dispute that amount of monthly rent.
12. The Landlord submitted into evidence the original lease, which was signed to commence on August 15, 2020. In the lease, the monthly rent was \$2,200.00. There was also evidence that the Landlord had collected a last month's rent deposit of \$2,200.00 at the time the lease was signed.
13. The Landlord said that he had given proper notice of rent increases, through "what's app" and texts between him and the Tenants. He said that the Tenants had been paying \$2,600.00 per month until they stopped paying the rent at the beginning of 2025.
14. The Landlord said that the Tenants had compelled him to apply their last month's rent deposit to a month of rent a number of years before 2025, and therefore there was no last month's rent deposit.

15. The Landlord had no documentary evidence of any official rent increases, nor of the Tenants' history of payment over the last number of years. He did not have any documentary evidence of using the last month's rent deposit, and in fact, pursuant to subsection 106(10) of the *Residential Tenancies Act, 2006* (the 'Act'), the Landlord is only permitted to apply the last month's rent deposit to the last month of the tenancy.
16. The Landlord had ample time since the adjournment on April 15, 2025, to disclose any documentary evidence he had to support valid rent increases, or application of a last month's rent deposit, or the Tenants' pay history, and he failed to do so.
17. Since there is no documentary evidence to support the validity of any rent rises, nor to support the Tenants' payment history, I find that \$2,200.00 is the correct amount of monthly rent.
18. I also find that since there is no documentary evidence to support application of the last month's rent deposit, there remains, in fact, a last month's rent deposit of \$2,200.00 collected on August 15, 2020 when the tenancy began, and for which no interest has been paid.
19. The lawful rent is \$2,200.00. It was due on the 15th day of each month.
20. The Tenants have not made any payments since the application was filed.
21. It is undisputed that the Tenants owed \$160.00 to January 14, 2025, and then they paid no further rent until May 14, 2025 when they moved out.
22. The rent arrears owing to May 14, 2025 are \$8,960.00.
23. The Landlord collected a rent deposit of \$2,200.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
24. Interest on the rent deposit, in the amount of \$177.54 is owing to the Tenants for the period from August 15, 2020 to May 14, 2025.

It is ordered that:

1. The request to review order LTB-L-003850-25 issued on January 23, 2026, is granted.
2. The order LTB-L-003850-25 issued on January 23, 2026, and interim order LTB-L-003850-25-RV-IN issued on January 23, 2026, are both cancelled. They are replaced by the following order.
3. The tenancy between the Landlord and the Tenants is terminated as of May 14, 2025, the date the Tenants moved out of the rental unit.
4. The Tenants shall pay to the Landlord \$6,582.46. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

5. If the Tenants do not pay the Landlord the full amount owing on or before March 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 11, 2026 at 4.00% annually on the balance outstanding.

February 27, 2026

Date Issued

Nancy Morris

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$8,960.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$177.54
Total amount owing to the Landlord	\$6,582.46