



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Harrichand v Thelus, 2026 ONLTB 15292

Date: 2026-02-25

File Number: LTB-L-065541-25

In the matter of: 735 MARKHAM RD
SCARBOROUGH ON M1H2A8

Between: Nadia Harrichand Landlord

And

Camela Thelus Tenants
Joassaint Luckman

Nadia Harrichand (the 'Landlord') applied for an order to terminate the tenancy and evict Camela Thelus and Joassaint Luckman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

Nadia Harrichand (the 'Landlord') applied for an order requiring Camela Thelus and Joassaint Luckman (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 12, 2026.

Only the Landlord's agent Joe Persaud and the Landlord's Legal Representative Agatha Small attended the hearing.

As of 2:15 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 application

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.
3. The lawful rent is \$4,500.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenants have paid \$16,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are **\$16,100.00**.
7. The Landlord incurred costs of **\$186.00** for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 application

9. The Landlord submitted copies of invoices from Enbridge Gas relating to arrears which total \$524.81.
10. The Landlord also submitted copies of water and solid waste invoices from the City of Toronto for which the Tenants are in default, which total \$2,198.77.
11. The Landlord has incurred reasonable out-of-pocket expenses of \$566.05 as a result of the Tenants' failure to pay City of Toronto invoices for their hydro usage.
12. I find that the Tenants failed to pay utilities costs that they were required to pay under the terms of the tenancy agreement.
13. The total amount the Tenants owe for utilities arrears is **\$3,289.63**.
14. The Tenants were not present to give evidence about their personal circumstances. The LTB emailed the Notice of Hearing to the Tenants on January 21, 2026. The email was not returned "undeliverable". The Tenants did not attend to request an adjournment or arrange for someone to attend on their behalf to request an adjournment. Neither did the Tenants ask for the consent of the Landlord to reschedule the hearing in advance. There were no communications from the Hearing Support Line indicating that the Tenants were having difficulty with signing into the Zoom hearing or with their devices.
15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 27, 2026.
2. The Tenants shall pay the Landlord **\$19,575.63**. This includes rent arrears owing up to the date of the hearing (\$16,100.00), the cost of filing the application (\$186.00), and compensation for unpaid utilities (\$3,289.63).
3. If the Tenants do not pay the Landlord the full amount owing on or before February 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.

4. The Tenants shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting February 28, 2026 until the date the Tenants moves out of the unit.
5. If the unit is not vacated on or before February 27, 2026, then starting February 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 February 28, 2026.

February 25, 2026
Date Issued

Elle Venhola
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 8, 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.