



**Order under Section 78(11)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-100507-25-SA

**In the matter of:** 9 CLIFF THOMPSON CRT  
SUTTON WEST ON L0E1R0

**Between:** SHARMILI MARAN Landlord  
SHARMISHTA SOMASKANDA

**And**

DALE LEON ORLANDO BOWEN Tenant  
CHANELLE ROBINSON

SHARMILI MARAN and SHARMISHTA SOMASKANDA (the 'Landlord') applied for an order to terminate the tenancy and evict DALE LEON ORLANDO BOWEN and CHANELLE ROBINSON (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on May 30, 2025 with respect to application LTB-L-015509-25.

The Landlord's application was resolved by order LTB-L-100507-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-100507-25.

This motion was heard by videoconference on January 13, 2026.

The Landlord's Legal Representative Thirusenthuran Sivapatham, the Landlord Sharmili Maran, the Landlord Sharmishta Somaskanda, and the Tenant Chanelle Robinson attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**Determinations:**

There was not a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on May 30, 2025, with respect to application LTB-L-015509-25.

2. At the hearing, the Tenant did not dispute that the terms of the May 30, 2025, order were breached. The Tenant acknowledged that no rent had been paid for November and December 2025 or January 2026, and that the required \$500.00 monthly arrears payments were also not made. The Tenant testified that they had been involved in a car accident and were unable to work for a period of time, which contributed to the failure to make the required payments.
3. The Tenant stated that they had recently returned to work and expected to be able to pay the rent going forward and make a payment toward the arrears. However, the Tenant confirmed that nothing had been paid since November 2025 and that the arrears had continued to increase. The Landlord submitted that the arrears owed to the date of hearing were approximately \$11,686.00.
4. Based on the Tenant's acknowledgement that the required payments under the order were not made and that several months of rent remain unpaid, I find on a balance of probabilities that the Tenant failed to comply with the conditions of the May 30, 2025, order.

The surrounding circumstances

5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-100507-25.
6. The Tenant requested additional time to catch up on the arrears and testified that they had recently returned to work following a car accident. The Tenant stated that their income from employment is approximately \$4,500.00 per month and that with child support and child tax benefits their total monthly income may be between \$5,500.00 and \$6,000.00. The Tenant indicated that they intended to resume paying the monthly rent and make a payment toward the arrears.
7. However, the Tenant did not present a clear or realistic plan to address the significant arrears that have accumulated. The Tenant confirmed that no payments had been made since November 2025 and that additional rent had continued to accrue during that time.
8. The Landlord testified that the ongoing non-payment of rent has caused financial hardship and that the Landlord has been required to rely on credit to cover mortgage payments, property taxes, insurance, and other expenses related to the rental property.
9. After considering all of the circumstances, including the amount of arrears outstanding, the continued non-payment of rent since November 2025, and the absence of a viable plan to address the arrears, I am not satisfied that it would be fair to the Landlord to set aside the eviction order.

The stay is lifted immediately

10. The stay of order LTB-L-100507-25 is lifted immediately.

**It is ordered that:**

1. The motion to set aside Order LTB-L-100507-25, issued on December 8, 2025, is denied.

2. The stay of order LTB-L-100507-25 is lifted immediately.
3. Order LTB-L-100507-25 is unchanged.

**March 12, 2026**  
**Date Issued**

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Kyle Anderson  
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.