



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jadhav v Sookdeo, 2026 ONLTB 23121

Date: 2026-03-16

File Number: LTB-L-100909-25

In the matter of: 1708, 100 HARBOUR ST
TORONTO ON M5J0B5

Between: Deepali Jadhav Landlords
Amol Jadhav

And

Matthew Sookdeo Tenant

Deepali Jadhav and Amol Jadhav (the 'Landlords') applied for an order to terminate the tenancy and evict Matthew Sookdeo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 9, 2026.

The Landlords and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,940.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.78. This amount is calculated as follows: \$1,940.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$15,520.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$248.23 is owing to the Tenant for the period from May 28, 2018 to February 9, 2026.
10. The Tenant does not dispute the arrears owing.
11. The Tenant testified that he has been occupying the rental unit since 2017. He fell into arrears after suffering two heat strokes 13 days apart at the end of July 2025, which resulted in his inability to work for approximately five months.
12. The Tenant testified that he is a personal trainer and recently resumed working in January 2026. Although his income fluctuates depending on the number of clients he has each month, the Tenant testified that he currently has fifteen appointments scheduled for February, which will assist him in paying the March 2026 rent and the arrears.
13. The Tenant proposes a payment plan of \$1,000.00 per month towards arrears, commencing March 15, 2026, in addition to the ongoing lawful rent, until the arrears are paid in full. The Tenant testified that he has inquired with the Rent Bank, which advised him that if he reduces the arrears to \$5,000.00, he may be eligible for assistance. Documentary evidence confirming potential Rent Bank funding was not submitted into evidence.
14. The Landlords oppose the proposed payment plan and submit that in November 2025, the Tenant proposed a \$150.00 payment plan and failed to comply with it. The Landlords argue that if the Tenant could not comply with a \$150.00 payment plan, there is no way he can pay \$1,000.00 per month. The Landlords request a standard eviction order.
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 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.
16. There is no dispute that the Tenant became ill in July 2025, which is when the arrears began to accumulate. This supports the Tenant's testimony that the arrears resulted from his illness. Although the Landlords submit that the tenancy is no longer viable, the Tenant has successfully maintained the tenancy for approximately eight years prior to becoming ill. The Tenant testified that his work schedule has increased and proposes a vigorous repayment plan of \$1,000.00 per month towards the arrears. In my view, the length of the proposed payment plan is reasonable.
17. Section 83 of the Act requires the Board to 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 that eviction is a remedy of last resort. Considering the Tenant's long-standing occupancy, and on the basis that the Tenant was able to sustain the tenancy prior to becoming ill, I find that the tenancy remains viable. I accept the Tenant's testimony that he will pay \$1,000.00 per month towards arrears in addition to the ongoing lawful rent. The Tenant's evidence was direct and consistent, I accept it. In these circumstances, a conditional order is appropriate. The Landlord's prejudice is reduced by the inclusion of a section 78 clause in this order.

It is ordered that:

1. The Tenant shall pay to the Landlords \$15,706.00 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) \$1,000.00 per month, on the 20th day of each month commencing March 20, 2026 up to and including May 20, 2027 (15 months).
 - b) \$706.00 on June 20, 2027.
3. The Tenant shall also pay the March 2026 rent on or before March 20, 2026.
4. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period April 1, 2026 to June 1, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 pays any new arrears, NSF fees and related charges that became owing after February 28, 2026.

March 16, 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.