



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-002297-26

In the matter of: Upper Level, 5 STEVENVALE DR
SCARBOROUGH ON M1G1C6

Between: Muniyandy Ramesh Landlord

And

Amanda Stjean Tenant

Muniyandy Ramesh (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Stjean (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord, the Landlord's Legal Representative, Parastoo Naderi, and the Tenant attended the hearing.

Determinations:

1. The Landlord 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 March 31, 2026 are \$12,500.00. The Tenant did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. 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 \$32.79 is owing to the Tenant for the period from August 1, 2025 to March 16, 2026.

Section 83 Considerations:

10. The Tenant testified that she has not been paying her rent because there are ongoing maintenance issues that the Landlord refuses to fix. The Tenant testified that the garage roof is leaking which has caused mould in her bedroom, her son's bedroom and the bathroom. The Tenant further testified that there is an issue with the lights in the living room as they flicker before they stay on, and that when the furnace was replaced in October 2025, the contractors threw garbage in the backyard which made her dog sick and the veterinarian bill was \$800.00.
11. The Tenant testified that the shower leaks and there is mould in the bathroom and in her son's closet. The Tenant said the Landlord came to the rental unit on August 28, 2025 when she complained of mould and he looked in the bathroom and he said to spray it and to paint over it. The Tenant said she has contacted bylaw and 4 people have come to the unit, but there is no current order.
12. The Landlord testified that the Tenant only told him about mould in the bathroom and he came to the unit with paint, but the Tenant said she wanted to paint the bathroom herself. The Landlord further testified he checked the roof and there are no leaks, and his daughter and another tenant live in the basement, and neither has complained of any leaks. The Landlord testified he never looked in the Tenant's bedroom or her son's bedroom as the Tenant never complained about mould in those areas.
13. The Tenant testified that she has 2 children, aged 18 and 15, and that her youngest son's health has been impacted by the mould, though no documentary evidence was provided in support of the oral testimony. The Tenant further testified that she has the money to pay for the rent, but she has not been paying while waiting for the Landlord to fix the maintenance issues.
14. The Landlord is seeking a standard 11-day order, as the Tenant is withholding rent for maintenance issues that the Landlord claims were never told to him.
15. Based on the evidence before me, while the mould issues might be the subject of a maintenance application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant did not provide any documentary evidence of the mould nor any evidence to confirm that she told the Landlord about the mould issues outside of the bathroom, which both parties acknowledged the Landlord responded to. The Tenant has not established that she notified the Landlord of any maintenance issues and in those circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 or T6 application in relation to the mould should they consider it appropriate to do so.

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act until April 30, 2026.
17. I accept the Tenant's evidence that her and her children will be impacted by an eviction. The Tenant has stated that they can pay the arrears, so I am satisfied that it would not be unfair to provide a short delay in eviction for the Tenant to either pay the arrears owing or to find alternative accommodations, which will mitigate the impact of an eviction. However, given that the arrears are significant and the Tenant has made no payments since the application was filed, it would be unfair to delay the eviction longer.
18. In these circumstances, I find that it would not be unfair to delay eviction until April 30, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$15,186.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,968.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting March 17, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 May 1, 2026.

April 2, 2026
Date Issued

Allana McComb
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 November 1, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,315.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$32.79
Total amount owing to the Landlord	\$8,968.25
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	