



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

File Number: LTB-L-000370-26

In the matter of: 2-79 Barry St.
Sudbury, ON P3B3H6

Between: Joanna Belanger Landlord

And

Akshit Wadhawan Tenant

Joanna Belanger (the 'Landlord') applied for an order to terminate the tenancy and evict Akshit Wadhawan (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on March 18, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issue:

Amendment to the Application

1. The Landlord made a clerical error in the application, incorrectly listing the address of the rental unit as 79 Barry Street instead of 2-79 Barry Street. The address of the rental unit was listed correctly on the N4 notice of termination. At the hearing, the Landlord requested an amendment to correct this clerical error. The amendment was granted on consent at the hearing, as this error did not result in any prejudice to the Tenant.

Determinations:

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,500.00. It is due on the 1st day of each month.

5. 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.
6. The Tenant has not made any payments since the application was filed.
7. The uncontested rent arrears owing to March 31, 2026, are \$14,503.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. 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.
10. Interest on the rent deposit, in the amount of \$85.51 is owing to the Tenant for the period from October 10, 2024, to March 18, 2026.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord testified that the Tenant fell into rental arrears beginning in September 2025 and has made no payments since that time. The Landlord advised that she notified the Tenant of the outstanding balance and repeatedly requested that a payment arrangement be made, including numerous calls and text messages over the past several months. The Landlord stated that, on at least eight occasions, the Tenant indicated that payment would be forthcoming; however, no payments were made.
13. The Landlord further testified that she met with the Tenant after filing the L1 application, at which time the Tenant again indicated that the arrears would be addressed. The parties also met prior to the hearing, at which point the Tenant proposed a repayment plan. However, the Landlord does not believe the Tenant has secured additional employment and therefore does not have the financial means to comply with his proposed plan. Given the total arrears and the absence of any payments since the application was filed, the Landlord initially requested that a standard eviction order be issued.
14. The Tenant testified that he got sick in August 2025 and as a result was unable to work for six weeks. He expressed a desire to remain in the rental unit and proposed a payment plan consisting of monthly arrears payments of \$750.00 commencing March 20, 2026, with ongoing rent to be paid in full and on-time beginning April 1, 2026.

15. In support of this proposal, the Tenant disclosed total monthly household income of \$3,200.00. He confirmed that his sister lives in the rental unit but does not contribute to the household income or expenses. The Tenant reported total monthly expenses of \$760.00, including \$200.00 of electricity and gas; \$60.00 for home internet; \$50.00 for television and streaming services; \$50.00 for his mobile plan, and \$400.00 for groceries.
16. After accounting for rent, the Tenant's budget reflects a monthly shortfall of approximately \$60.00, increasing to \$810.00 when the proposed arrears repayment is included.
17. Based on the disclosed income and the proposed repayment plan, the Tenant would not have sufficient funds to meet their ongoing monthly expenses. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy under the proposed arrangement, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
18. Considering the presence of a rent deposit and that no rent payments have been made since September 2025, I discussed with parties a delayed termination date of April 30, 2026. I informed the Tenant that if he was unable to void the order by paying the amount owing, the Landlord could file the order with the Sheriff to enforce eviction.

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:**
 - \$17,189.00 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 \$11,082.91. 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 19, 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

Ken Audziss
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 2, 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	\$17,003.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,189.00

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

Rent Owing to Hearing Date, March 18, 2026	\$13,482.42
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	- \$85.51
Total amount owing to the Landlord	\$11,082.91
Plus, daily compensation owing for each day of occupation starting March 19, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	