



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nallanathan v Wang, 2026 ONLTB 28227

Date: 2026-04-08

File Number: LTB-L-051276-25

In the matter of: 2096, 100 MORNELLE CRT
Scarborough ON M1E4X2

Between: Naguleswaran Nallanathan
Kalaivany Naguleswaran

Landlords

And

Brianna Wang
Xiuqian Tong

Tenants

Naguleswaran Nallanathan and Kalaivany Naguleswaran (the 'Landlords') applied for an order to terminate the tenancy and evict Brianna Wang and Xiuqian Tong (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 19, 2026.

The Landlord, Naguleswaran Nallanathan, the Landlord's support person Nishiaani Naguleswaran, and the Tenant Xiuqian Tong (X.T) attended the hearing.

Determinations:

1. On September 3, 2025, the Board issued an Interim Order requiring the Tenants to pay the ongoing monthly rent. If the Tenants failed to comply with this requirement, the Board may refuse to accept or consider the Tenants' evidence and submissions. The Landlords' support person confirmed that no rent was paid after the issuance of the Interim Order. X.T did not seriously challenge the claim. Accordingly, I was satisfied on a balance of probabilities that the Tenants did not comply with the Interim Order, and I did not accept the Tenants' evidence and submission pertaining to issues raised under subsection 82 of the *Residential Tenancies Act*, 2006 ('the Act'). I advised X.T that the Board would consider the Tenants evidence that they intend to raise under subsection 83 of the Act.
2. The Landlords 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.

3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$3,023.75. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$99.41. This amount is calculated as follows: $\$3,023.75 \times 12$, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$30,163.75.
8. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
11. X.T claimed that the Tenants do not want to pay their rent. She further claimed that it is the Landlords' fault that the rent is in arrears and wants a one-month extension for eviction.
12. The Landlords support person claimed that the Tenants' nonpayment of rent has impacted the Landlords financially as they cannot make their monthly mortgage payments – which I understand to mean the mortgage that is registered on the rental unit. As I understand it, the Landlords position is that the tenancy is not viable because the Tenants refuse to pay their rent to the Landlords. The Landlords support person advised the Landlords are agreeable to one-month extension.
13. Considering all the circumstances, I find that it would not be unfair to postpone the eviction to April 30, 2026. X.T did not provide sufficient evidence as to how it is the Landlords fault that the rent is in arrears. Thus, I place little weight on her generic assertion. She also did not provide any evidence with respect to the Tenants circumstances that the Board should be aware under section 83 of the Act. Neither did she provide any evidence as to how she intends to pay the outstanding arrears or maintain their tenancy with the Landlord. Her evidence suggests that the Tenants are deliberately withholding their rent. The amount of the arrears is substantial, and the Tenants have not made any good faith payments since the application was filed.
14. Ultimately, I am not satisfied that the tenancy is viable. The Landlords are agreeable to an extension for eviction. Given the length of time that has elapsed since the hearing date, the eviction is postponed to April 30, 2026. This extension will allow additional time for the Tenants to find either alternative accommodation or voiding this Order.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.

2. The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:

- \$33,373.50 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$29,214.79. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$99.41 per day for the use of the unit starting March 20, 2026, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before April 30, 2026, the Tenants 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 Landlords 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 Landlords on or after May 1, 2026.

April 8, 2026
Date Issued

Inderdeep Padma
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 Tenants 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	\$33,187.50
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$33,373.50

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

Rent Owing to Hearing Date	\$29,028.79
Application Filing Fee	\$186.00
Total amount owing to the Landlords	\$29,214.79
Plus, daily compensation owing for each day of occupation starting March 20, 2026	\$99.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	