



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

**Citation:** PAVALASINGAM v Farrell, 2026 ONLTB 30371

**Date:** 2026-04-20

**File Number:** LTB-L-108202-25

**In the matter of:** 2 JARDINE ST  
BEAVERTON ON L0K1A0

**Between:** Thivanisan Pavalasingam Landlord

**And**

Johnathan Frank Farrell Tenants  
Julia May Troughton  
Jhon K Farrell

Thivanisan Pavalasingam (the 'Landlord') applied for an order to terminate the tenancy and evict Johnathan Frank Farrell, Julia May Troughton and Jhon K Farrell (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's Legal Representative Parastoo Naderi and the Tenants Johnathan Frank Farrell and Julia May Troughton attended the hearing.

### **Determinations:**

1. The Landlord 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.
5. The Landlord claims that the Tenants have not made any payments since the application was filed, and alleges the rental arrears owing to March 31, 2026 are \$14,000.00.

6. The Tenants allege that they owe two and half months of rental arrears to the Landlord. They state that they paid the Landlord \$4,600.00 in cash towards arrears on December 29, 2025.
7. The Tenant Johnathan Frank Farrell testified that he normally makes the rental payments to the Landlord via e-transfer, but the Landlord would only accept the arrears payment in cash on that date.
8. The Tenants further stated that they are unable to provide banking records to show proof of the cash withdrawal as he borrowed the funds from a friend.
9. The Landlord disputes that any payment towards arrears was made by the Tenants.
10. One would expect that if a large sum of money was borrowed from a friend that the Tenants would have some sort of documentation confirming the loan, but nothing was produced by the Tenants at the hearing.
11. Without positive evidence, it is very difficult to establish a negative claim. Thus, in order for the Tenants' claim to be successful, they must provide some positive proof of the disputed payment, which, I find, they did not do.
12. I find that, on a balance of probabilities, it is more likely than not that the Tenant Johnathan Frank Farrell did not make the payment he testified to making on December 29, 2025, and the arrears owing to March 31, 2026 are \$14,000.00.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$2,800.00 from the Tenants 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.
15. Interest on the rent deposit, in the amount of \$96.10 is owing to the Tenants for the period from October 1, 2024 to March 11, 2026.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
17. The Tenants do not wish to maintain the tenancy but indicated that they required approximately one month to vacate the rental unit.
18. The Landlord sought termination of the tenancy as soon as possible given the arrears owing and non-payment of rent since the application was filed.
19. Having considered the testimony and submissions of the parties and having considered their circumstances and the timing of the issuance of this order. A standard order is appropriate in the circumstances. The Tenants will have had more than a month to vacate the rental unit since the hearing date.

**It is ordered that:**

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
  - \$16,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$19,786.00 if the payment is made on or before May 1, 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 May 1, 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 May 1, 2026.**
  5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,502.45. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
  6. The Tenants shall also pay the Landlord compensation of \$92.05 per day for the use of the unit starting March 12, 2026 until the date the Tenants move out of the unit.
  7. If the Tenants do not pay the Landlord the full amount owing on or before May 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before May 1, 2026, then starting May 2, 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 2, 2026.

**April 20, 2026**  
**Date Issued**

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Sean Ramage  
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                             | \$16,800.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$16,986.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 1, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To May 31, 2026                               | \$19,600.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$19,786.00</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$12,212.55          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,800.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$96.10            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$9,502.45</b>    |
| Plus daily compensation owing for each day of occupation starting March 12, 2026                                    | \$92.05<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |