



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

File Number: LTB-L-013648-26

In the matter of: 116, 7549A KALAR RD
NIAGARA FALLS ON L2H3W6

Between: SUKANYA KAAMALADEEBAN Landlord
KAAMALADEEBAN THANKHAVADEVULU

And

MERCEDES DAKOTA LOMAS Tenant
KAREN PARSONS
BRANDON ROESLER

SUKANYA KAAMALADEEBAN and KAAMALADEEBAN THANKHAVADEVULU (the 'Landlord') applied for an order to terminate the tenancy and evict MERCEDES DAKOTA LOMAS, KAREN PARSONS and BRANDON ROESLER (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2026.

The Landlord Sukanya Kaamaladeeban, Landlord Kaamaladeeban Thankhavadevelu, Landlord's Legal Representative Thirusenthuran Sivapatham, Tenant Mercedes Dakota Lomas, and the Tenant Karen Parsons attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 April 30, 2026, are \$10,500.00. This was undisputed at the hearing.
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 \$2,300.00 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. The Tenant requests relief from eviction, citing significant financial hardship caused by the loss of two household incomes and a reduction in work hours beginning in late 2025. The Tenant states that household income is now improving and proposes to continue paying rent in full going forward, along with \$1,000.00 per month toward the arrears. The Tenant submits that eviction would cause hardship to the family and that relief should be granted to allow time to address the arrears.
10. The Landlord submits that relief from eviction should not be granted because the arrears are significant, undisputed, and continue to increase, with \$10,686.00 owing as of the hearing date and additional rent becoming due shortly. The Landlord emphasizes that the Tenant has made no payments toward the arrears or ongoing rent and has not demonstrated any good faith effort to stabilize the tenancy. The Landlord also takes the position that the proposed payment plan is based on anticipated future income increases that are unproven and not reflected in the Tenant's financial circumstances at the time of the hearing. The Landlord submits that these factors demonstrate the tenancy is not presently viable and that granting relief would be unfair.
11. 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. In my view, the Tenant's submissions fail to prove that the Tenant is willing or able to pay their lawful rent in full and on time, or repay the rent arrears owing. Therefore, to provide relief from eviction would unfairly prejudice the Landlord.

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:**
 - \$12,986.00 if the payment is made on or before May 25, 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 May 25, 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 May 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,203.36. 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 \$75.62 per day for the use of the unit starting April 29, 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 May 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 25, 2026, then starting May 26, 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 26, 2026.

May 14, 2026
Date Issued

Kyle Anderson
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 26, 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 May 25, 2026

Rent Owing To May 31, 2026	\$12,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,986.00

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

Rent Owing To Hearing Date	\$10,317.36
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Total amount owing to the Landlord	\$8,203.36
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	