



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: LEI v Paramsothy, 2026 ONLTB 26151

Date: 2026-05-15

File Number: LTB-L-024590-26-SA

In the matter of: 135 VILLANDRY CRES
MAPLE ON L6A2P8

Between: Chon Lei Landlord

And

Divakar Paramsothy Tenant
Sutharsini Uthayasundaram

Chon Lei (the 'Landlord') applied for an order to terminate the tenancy and evict Divakar Paramsothy and Sutharsini Uthayasundaram (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on August 28, 2025 with respect to application LTB-L-047597-25.

The Landlord's application was resolved by order LTB-L-024590-26, issued on May 31, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-024590-26.

This motion was heard by videoconference on May 11, 2026.

The Landlord's representative Rong Wei and the Tenant Divakar Paramsothy attended the hearing on behalf of both Tenants.

Determinations:

Preliminary Issue:

1. The Tenant raised the issue that the Landlord's application is outside of the 30 day limitation period permitted by section 78(5) of the *Residential Tenancies Act*, 2006 (the 'Act').
2. The Landlord's application was filed on March 18, 2026 alleging a breach that occurred on March 1, 2026. While the filing was within the 30 day limitation from when the breach was

alleged, the Tenant did not fail to meet a condition specified in the mediated settlement signed by the parties on August 28, 2025 with respect to application LTB-L-047597-25.

3. The mediated settlement agreement ended on February 28, 2026. The order states:

[3] The Tenant shall also pay to the Landlord new rent that comes due by no later than the 2nd of each month, for the period from September 1, 2025 to February 28, 2026, or until arrears are paid in full, which ever date is earliest.

4. Although the Tenant admits a breach occurred in September, no breach occurred in February. Therefore the Tenant neither breached a condition to pay arrears nor a condition to pay the monthly rent.
5. Had the Landlord wished to bring an L4 application for breach of a condition, it should have been brought within 30 days of the breach in September.
6. The Landlord's application does not comply with section 78(5) and must therefore be dismissed.

It is ordered that:

1. The motion to set aside Order LTB-L-024590-26, issued on May 31, 2026, is granted.
2. Order LTB-L-024590-26, issued on May 31, 2026, is set aside and cannot be enforced.

May 15, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.