



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

File Number: LTB-L-018793-26

In the matter of: 1507 SCARLETT TRAIL
PICKERING ON L1X0P1

Between: Suresh Kumar Mushan Landlord
Vidyavathi Mushan

And

Sinthujaah Nadarajah Tenant
Viveyganth Pathmanathan

Suresh Kumar Mushan and Vidyavathi Mushan (the 'Landlord') applied for an order to terminate the tenancy and evict Sinthujaah Nadarajah and Viveyganth Pathmanathan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Dilman Grewal and the Tenant Viveyganth Pathmanathan attended the hearing.

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 \$3,750.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$123.29. This amount is calculated as follows: \$3,750.00 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 May 31, 2026 are \$41,050.00.
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 \$3,750.00 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. Interest on the rent deposit, in the amount of \$66.45 is owing to the Tenant for the period from July 8, 2025 to May 11, 2026.
10. At the hearing the Tenant wished to raise issues under Section 82 of the Act. The Tenant submitted a list of these issues to the Board on May 9, 2026.
11. Section 82 of the Act states:

82 (1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) complies with the requirements set out in subsection (2); or

(b) provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2). 2020, c. 16, Sched. 4, s. 16.

12. The Board's rules of procedure states:

19.4 Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

a written description of each issue the tenant intends to raise; and

a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.

19.5 A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements.

13. The Tenant has not complied with the Act and the rules. The Section 82 issues were not provided to the Board and the Landlord at least 7 days prior to the proceeding. The Tenant testified that he was only made aware of the 7-day requirement on the day of the hearing after speaking with Tenant duty counsel and only got around to submitting them last weekend. He also explained that he has a three-year-old child who has been ill and he has been juggling this and his work.

14. I am not satisfied that the Tenant has provided a satisfactory explanation for why he could not comply with the Act and the rules. I note that the notice of hearing was mailed to the Tenant on April 7, 2026. The notice of hearing clearly states:

For the Tenant: If the landlord has filed an L1, L9 or L10 application you can raise any issue that could have been the subject of a Tenant's Application before the LTB. If you intend to raise issues at this hearing, you must complete "Issues a Tenant Intends to Raise at a Rent Arrears Hearing" form which is on the LTB website <https://tribunalsontario.ca/lrb/forms-filing-and-fees/> and submit it to the LTB **at least 7 days** before the hearing.

15. The notice of hearing also provides information on seeking legal advice, community legal clinics and Tenant duty counsel.
16. As the Notice of hearing was sent in April and contained clear instructions on raising issue under Section 82 of the Act and obtaining legal advice, I am satisfied that the Tenant was aware of the requirements and had adequate time to comply.
17. Therefore, I declined to hear the issue under Section 82 of the Act. I also note that the arrears in this case are significant and find that any delay or adjournment would be unduly prejudicial to the Landlord. I also note that the Tenant indicated that he has also filed his own Tenant's Application, and therefore I find the prejudice to the Tenant is minimal.
18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. The Landlord's Legal Representative sought a standard order and the Tenant a delay of six months. The Tenant testified that he is selling one of his properties which will be vacated in June which will allow him the funds to pay the arrears. He proposed that he pay the lawful monthly rent on an ongoing basis and the arrears within six months. I find the Tenant's proposal to be speculative and note that the proposed property has not yet been vacated or sold, and am not satisfied that it is appropriate to order a delay on this basis. I also note that no payments have been made since the Application was filed which does not support the Tenant's assertion that he can pay the lawful monthly rent going forward.
20. The Tenant also sought a delay on the basis that his child attends the local Montessori school, and he requires time to secure alternate accommodation. However, I note that the arrears nearly exceed the board's jurisdictional limit, and no payments have been made. Therefore, I find that a delay would be unduly prejudicial to 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:**

- \$41,236.00 if the payment is made on or before May 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 May 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 May 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,025.74. 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 \$123.29 per day for the use of the unit starting May 12, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 30, 2026, then starting May 31, 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 31, 2026.

May 19, 2026
Date Issued

Reid Jackson
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 30, 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 30, 2026

Rent Owing To May 31, 2026	\$41,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$41,236.00

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

Rent Owing To Hearing Date	\$38,656.19
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,750.00
Less the amount of the interest on the last month's rent deposit	- \$66.45
Total amount owing to the Landlord	\$35,025.74
Plus daily compensation owing for each day of occupation starting May 12, 2026	\$123.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	