



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivarajah v Barez, 2026 ONLTB 40828

Date: 2026-05-27

File Number: LTB-L-039375-26

In the matter of: 222, 9570 Islington Ave
Woodbridge ON L4H5E8

Between: Gopinath Sivarajah
Mathangi Sriskantharajah Landlords

and

Habibullah Barez Tenant

Gopinath Sivarajah and Mathangi Sriskantharajah (the 'Landlords') applied for an order to terminate the tenancy and evict Habibullah Barez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlords' Legal Representative, Reginald Bent, the Landlord, Gopinath Sivarajah, and the Tenant attended the hearing. Najeeb Muradi and Kimberley Covey, the Legal Representative for Najeeb Muradi, attended the hearing for the preliminary issue only.

Determinations:

Preliminary Issue – the proper respondents

1. At the hearing, the parties agreed to amend the application to remove Najeeb Muradi as a party as he is not a tenant. The application shall be amended accordingly.

Rent Arrears

2. The Landlords 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,900.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to May 31, 2026 are \$78,300.00.
8. The rent arrears owing to the Landlords are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlords may have to claim the full amount owing at the LTB or a court. The Landlords were made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlords' cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlords.
12. The Landlord is seeking a standard termination order. The Landlord's Legal Representative submitted that the arrears are substantial, already exceed the monetary jurisdiction, and are causing financial strain on the Landlords who have to pay the expenses on the property with no rental income coming in.
13. The Tenant is seeking to preserve the tenancy. He testified that he can pay the full balance owing in July when he receives payment from a friend for money he loaned the friend.
14. I am not satisfied that the tenancy is viable. The Tenant testified that his monthly income, at most, is \$2,400.00, which is insufficient to cover even the monthly rent, let alone any living expenses on top of that. Even if the Tenant were able to pay the balance owing in July, the Tenant could not pay the ongoing rent based on his income.
15. Additionally, I am not satisfied that the Tenant will have the means to pay all amounts due and owing in July 2026. It was his own testimony that he has previously stated that he was expecting this windfall of money and would pay the Landlord, but the money did not materialize. The Tenant provided no documentary evidence to support his assertion that he is to receive a large sum of money, nor did he provide any details as to how much he will be receiving or an exact date of when he expects to receive the money. For these reasons, I am not satisfied that the Tenant will be receiving funds to pay the arrears in full at all.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord attempted to negotiate a repayment plan with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

17. The arrears are substantial, the Tenant's income is insufficient to pay the ongoing rent, and the arrears are therefore likely to continue to accrue until the Tenant vacates the rental unit. I find that it would be unfair to postpone eviction in the circumstances.
18. While the Landlords seek an immediate termination of the tenancy, and while I can empathize with the Landlords in terms of the quantum of arrears and prejudice to the Landlords in any further delay, I find that a standard, eleven-day order would be more appropriate and fair under the circumstances as expedited evictions are generally available only for serious situations involving dangerous behaviour or criminality. Both the application before the Board and the evidence before the Board do not suggest this is the case.

It is ordered that:

1. The application is amended to remove Najeeb Muradi as a party.
2. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$78,486.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$81,386.00 if the payment is made on or before June 7, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 June 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 June 7, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
 7. If the Tenant does not pay the Landlords the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.

May 27, 2026
Date Issued

Candace Aboussafy
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 December 8, 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 31, 2026

Rent Owing to May 31, 2026	\$78,300.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$78,486.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 7, 2026

Rent Owing to June 30, 2026	\$81,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$81,386.00

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

Rent Owing to Hearing Date	\$77,402.14
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00