



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

File Number: LTB-L-022449-26

In the matter of: 10 Barchard Street
Newcastle ON L1B1G9

Between: Thayananthiny Gengatharan Landlord
CHITHRANGAN SHANMUGARAJAH

And

CELINE MOORE Tenant
BRIAN MOORE

Thayananthiny Gengatharan and CHITHRANGAN SHANMUGARAJAH (the 'Landlord') applied for an order to terminate the tenancy and evict CELINE MOORE and BRIAN MOORE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

The Landlord and the Tenant, Brian Moore, 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 \$3,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$110.14. This amount is calculated as follows: \$3,350.00 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 \$13,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Landlord testified that he has continuously tried to work with the Tenant throughout the tenancy. From the onset of the tenancy, the Landlord was provided with a cheque that came back NSF, and all subsequent post-dated cheques provided by the Tenant were returned NSF. The Landlord acknowledged the Tenant is going through a tough time and accommodated them with the payment method they preferred. The Tenant began paying by e-transfer but after the initial lease term ended, the rent payments essentially stopped.
10. The Tenant testified that they are experiencing financial difficulty because of being laid off work. They have had one of their two vehicles repossessed and they were denied eligibility for employment insurance. They live in the unit with their wife and three children aged 13, 17, and 18. The Tenant's wife is on a fixed income in the amount of \$2,709.00 a month. The Tenant testified that their monthly expenses inclusive of rent are approximately \$6500.00.
11. The Tenant also testified that they have applied to their former union for a payout of their accumulated pension and they are expecting a payout of approximately \$14,000.00. The Tenant expects that this will be processed soon but there is not a definitive date.
12. I have considered all 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.
13. The Tenant has requested that I delay the termination date at least 90 days for him and his family to arrange other accommodations. The Landlord stated that he opposes any delay, and that he is suffering financially because of the arrears. He states that he only owns one rental property, and the little fees associated with the property and missed rental payments are exhausting his financial resources and ability to pay the mortgage. The Landlord has not received any rent payment from the Tenant since filing their application. I find that delaying the termination date for 90 days would further prejudice the Landlord.
14. The Tenant testified that he is expecting a large lump sum payment in the near future and will pay it all to the Landlord upon receipt. This order enables the Tenant to void the termination entirely if they resolve the outstanding arrears.

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:**
 - \$16,936.00 if the payment is made on or before June 23, 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 June 23, 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 June 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,438.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$110.14 per day for the use of the unit starting May 21, 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 June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 23, 2026, then starting June 24, 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 June 24, 2026.

June 12, 2026
Date Issued

Chris Hall
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 24, 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 June 23, 2026

Rent Owing To June 30, 2026	\$16,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,936.00

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

Rent Owing To Hearing Date	\$12,252.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$12,438.80
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$110.14 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	