



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: SUBRAMANIAM v MANOCHA, 2026 ONLTB 44346

Date: 2026-06-05

File Number: LTB-L-010840-26-RV

In the matter of: 1608, 8 CHARLOTTE ST
TORONTO ON M5V0K4

Between: CHELVA SUBRAMANIAM Landlord
RANCHULA SUBRAMANIAM

And

SIMRAN MANOCHA Tenant

Review Order

CHELVA SUBRAMANIAM and RANCHULA SUBRAMANIAM (the 'Landlord') applied for an order to terminate the tenancy and evict SIMRAN MANOCHA (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application); and
- the Tenant has been persistently late in paying the Tenant's rent (L2 application).

The matter was heard on March 4, 2026. This application was resolved by order LTB-L-010840-26 issued on March 20, 2026.

On May 14, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 15, 2026 interim order LTB-L-010840-26-RV-IN was issued, staying the order issued on March 20, 2026

This application was heard by videoconference on June 1, 2026.

The Landlord's Legal Representative, Taff Butters, the Landlord, and the Tenant attended the hearing. Melina Chelva was also present and acted as a support person for the second named Landlord.

Determinations:

1. The request to review alleges the Tenant was not reasonably able to participate in the hearing held on March 4, 2026. For the reasons that follow, the request to review is granted and the matter proceeded to be heard de novo (anew) on its merits.

2. The Tenant alleges he did not attend the hearing on March 4, 2026, because he did not get the notice of hearing from the LTB. The Tenant says he only learned about the eviction order when the Landlord attended the Tenant's residence on March 31, 2026. The Tenant says at that time he discussed with the Landlord about a further agreement to stay in the rental unit, and was therefore surprised when the Sherrif attended the rental unit on May 12, 2026 to enforce the order of eviction.
3. The Tenant says that he retrieves his mail from a lock box in the main lobby of the residential complex, and that the mail lock box was broken and he was unable to access his mail. The Tenant does not ordinarily check his mail as all his bills and correspondence are done online. The last time the Tenant checked his mailbox was in January 2026.
4. The Tenant indicated he thought it was his keys that were an issue for his mailbox and on May 14, 2026, paid \$50.00 to have them replaced. However, the Tenant says the following day the concierge returned the \$50.00 because the issue was the lock box itself that was damaged which was of no fault of the Tenant. The Tenant provided as evidence screenshots of the email money transfer sent for the replacement keys then a screenshot of the email money transfer which showed the \$50.00 was refunded back to the Tenant.
5. The Landlord did not provide a copy of the notice of hearing to the Tenant. The Tenant's email was not included in the application.
6. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
7. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because he did not receive the notice of hearing, based on the evidence and testimony of the Tenant that his mailbox was broken.
8. As such, I cancelled order LTB-L-010840-26 issued on March 20, 2026, and proceeded to hear the Landlords applications.

Adjournment Request Denied

9. Once the review was granted, the Tenant requested an adjournment because the Tenant says he needs more time to prepare for the hearing and that he would like to be legally represented at the hearing. The Tenant says he had spoken to a legal representative about his application prior to the hearing.
10. The Landlord's Legal Representative opposes the adjournment request because the Landlord points out that the interim order dated May 15, 2026, says that the parties need to be prepared should the request to review be granted. The Landlord also says that any further delay would be highly prejudicial to his client as the arrears are substantial.
11. The adjournment request is denied. Parties should assume that the hearing will proceed on the date stated in the notice of hearing. The right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions. The Tenant had already spoken to counsel prior to

today's hearing. The Tenant knew about the eviction order as of March 31, 2026, and I also note that the Tenant uploaded evidence on the portal on May 25, 2026 which means he has spent time preparing for this hearing. It would be too prejudicial to the Landlord to grant the adjournment as the arrears are substantial.

L2 Application Determinations:

12. No evidence was brought forth at the hearing regarding the merits of the L2 application. As such, the L2 application is dismissed.

L1 Application Determinations:

13. 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.
14. As of the hearing date, the Tenant was still in possession of the rental unit.
15. The lawful rent is \$2,100.00. It is due on the 1st day of each month.
16. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
17. The Tenant has not made any payments since the application was filed.
18. The rent arrears owing to June 30, 2026 are \$22,900.00.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

20. At the hearing, the Landlord's Legal Representative requested to amend the application to remove the rent deposit in the amount of \$2,100.00. The Landlord testified that the rent deposit was used a few years ago to compensate for a month of missed rent payment. The Tenant says that the rent deposit could have been used for a late rent payment in the past, or it may not have been. The Tenant did not consent to amending the application.
21. In accordance with section 106(10) of the *Residential Tenancies Act, 2006* (the 'Act'), the last month's rent deposit can only be applied to the rent for the last month of the tenancy. Therefore, the Landlord's request to amend the application is denied.
22. The Landlord collected a rent deposit of \$2,100.00 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.
23. Interest on the rent deposit, in the amount of \$224.75 is owing to the Tenant for the period from June 19, 2020 to June 1, 2026.

Dispute Over Rent Arrears Owing

24. The Tenant also disagreed with the amount of arrears owed. The Landlord indicates that the total amount of arrears owing up to May 31, 2026 are \$20,800.00. The Tenant disagrees.
25. On any application before the Board the applicant bears the overall burden of proof. Here, the Landlord cannot prove a negative. In other words, the Landlord cannot prove they did not receive the Tenant's payment. So, the Tenant bears the burden of proving, it is more likely than not, that the Tenant made the rent payments.
26. The Tenant is unable to identify what the rent arrears amount should be. The Tenant also disputes the lawful rent, however, is unable to indicate what he thinks the lawful rent should be. The Tenant was also unable to identify any amount of rent that he may have paid that may not have been accounted for by the Landlord. The Tenant did not have any evidence to substantiate these claims.
27. Overall, the Tenant has not established he does not owe the arrears in question. Therefore, I find that the arrears owing to May 31, 2026 are \$20,800.00.

Relief from Eviction

28. The Landlord is requesting an 11-day standard order. Because the Tenant has not been paying rent, the Landlord is facing financial difficulties and has had to borrow money and max out her credit cards in order to pay for the expenses and mortgage relating to the rental unit. The Landlord is also facing health issues as she has been very stressed out over the situation and the high amount of arrears owing. The Landlord says they have tried to discuss a repayment plan with the Tenant, but the Tenant never follows through with any rent payments.
29. The Tenant says that he would like to remain in the rental unit. The Tenant is currently living with a friend as the Sherrif enforced the eviction order from March 20, 2026, however his personal items remain in the rental unit. The Tenant says he was not paying his rent because he is self-employed and does not have a steady income. When asked what his monthly income was, the Tenant indicated it varies and could not provide the Board an answer to what his income is. The Tenant says he is able to give the Landlord \$5,000.000 immediately. However, the rent arrears remain high and as the Tenant is not able to provide details on his current income and the Tenant has not paid any rent since January 2026, this tenancy is not viable, and a standard 11-day eviction order will follow.
30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-010840-26 issued on March 20, 2026 is granted. The order is cancelled and replaced with the following order:
2. The Landlord shall put the Tenant back in possession of the rental unit.

3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$23,086.00 if the payment is made on or before June 16, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 16, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,730.29. 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.
8. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting June 2, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before June 16, 2026, then starting June 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 17, 2026.
12. I acknowledge that the order has already been enforced once by the Sheriff however under the circumstances I am directing the Sheriff to once again enforce the order if the Tenant does not void this order.

June 5, 2026
Date Issued

Paula West Oreskovich
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 17, 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 16, 2026

Rent Owing To June 30, 2026	\$22,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,086.00

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

Rent Owing To Hearing Date	\$20,869.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$224.75
Total amount owing to the Landlord	\$18,730.29
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	