



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

File Number: LTB-L-021326-26

In the matter of: 207 PEARL STREET WEST
BROCKVILLE ON K6V4C9

Between: Manogna Chintala Landlords
Divyagna Chintala

And

Nicholas Sabourin Tenants
Paige Dagg

Manogna Chintala and Divyagna Chintala (the 'Landlords') applied for an order to terminate the tenancy and evict Nicholas Sabourin and Paige Dagg (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 19, 2026.

The Landlords and the Tenant, Nicholas Sabourin attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenants have paid \$6,445.00 to the Landlords since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$6,277.80. The parties agreed on the amount of rent outstanding to May 31, 2026.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,450.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$28.19 is owing to the Tenants for the period from November 1, 2025 to May 19, 2026.

Section 82 Issues

Front Door

10. The Tenant testified that when he moved into the rental unit in November 2024, the Landlords were made aware that the main entrance door of the rental unit was not forming a proper seal and was leaking cold air into the rental unit. The Tenant testified that following a request from the Tenants to fix the door in the summer of 2025, the Landlords sent somebody to inspect the door in the summer of 2025 but never repaired the door.
11. The Tenant testified that as a result of the front door not sealing, the Tenants incurred expenses to heat the rental unit during the winter.
12. The Landlords testified that there is no maintenance issue with the front door but that the door has been damaged by the Tenants' willful or negligent use of the door. The Landlords testified they obtained quotes to repair or replace the door in the spring or summer of 2025 but asserts that the reason for the replacement was simply because the door was old. The Landlords testified that they were never made aware of any issue with the front door sealing properly or the Tenants allegedly incurring additional costs to heat the unit.
13. As the Tenants were not able to provide any specific dates besides at the outset of the tenancy that he had informed the Landlords of any maintenance issues with the door, there was no supporting evidence of any of the alleged reports to the Landlords nor were there any photos or documentation to show that door was in a state of disrepair since 2024 as the Tenants allege, I was not satisfied that the Tenant have proven that there is an issue with the seal of the main door to the rental unit as the Tenants allege. As a result, the Tenants' request for out-of-pocket expenses and repairs is denied.

Mold

14. The Tenant also testified that there is black mold growing in the basement of the rental unit. The Landlords testified that he informed the Landlords about the mold when he moved into the rental unit and was only provided with a dehumidifier to remove any excess water.
15. The Landlords testified that they were not made aware of any mold issues until 7 days prior to the hearing. The Landlords testified they have not observed the mold during previous inspections of the rental unit.

16. The Tenants bear the burden of proof to demonstrate that there is mold proliferation in the rental unit and that the Landlords have not acted reasonably to address the mold. Further, there was no supporting evidence that the issues were ever reported to the Landlords such as written complaints to the Landlords and the Tenant's testimony was vague with regards to dates and times the issues arose and when it was reported to the Landlords.
17. The Tenants entered into evidence photos showing what appears to be water damage to walls and floors in the basement of the rental unit. However, there was no supporting evidence of mold in the rental unit. While there appears to be blackening around the walls and floors, no mold report was entered as evidence.
18. I was not satisfied based on the evidence before me that the Tenants have proven that there is mold in the rental unit or that the Landlords were made aware of this issue prior to the Tenants submitting their section 82 issues seven days prior to the hearing. As a result, the Tenants' request for an abatement is denied. However, now that the Landlords are aware of the complaint, they would be well-served to inspect the basement and remediate the issue, if necessary.

Section 83 – Relief from Eviction

19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
20. The Tenant, Nicholas Sabourin ('NS') requested a payment plan of \$567.40 per month until the arrears are paid in full. The Tenant testified that he is completing an apprenticeship and will be earning approximately \$2,700.00 per month in net income. NS also testified that he earns child tax benefits of \$300.00 per month. The Tenant also testified about his monthly expenses, which are greater than his monthly income. As a result, I was satisfied that it would be unfair to grant relief in the form of the proposed payment plan.
21. With regards to whether to postpone eviction, the Tenant testified that he will require an additional two months to move out of the rental unit as he has an 8 year old son and will have difficulty finding accommodation for himself and his son. While I am not satisfied it would be fair to the Landlords to postpone the eviction for two months, I find that it would not be unfair to grant a brief postponement of eviction to June 30, 2026 to allow the Tenants some time to move out. The Landlords have a last month's rent deposit and will not be further prejudiced by the brief delay.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$9,358.80 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$3,225.06. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$80.55 per day for the use of the unit starting May 20, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
10. If the Landlords do not do the work required under paragraph 10 of this order, then the Tenants may deduct 50% from the rent for the period commencing July 1, 2026, until the work is complete.

June 17, 2026
Date Issued

Christopher Lin
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 January 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$12,572.80
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$6,445.00
Total the Tenants must pay to continue the tenancy	\$6,313.80

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

Rent Owing To Hearing Date	\$9,203.25
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$6,445.00
Less the amount of the last month's rent deposit	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$28.19
Total amount owing to the Landlords	\$466.06
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$80.55 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	