



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Q Res VI Operating LP v Ramasamy, 2026 ONLTB 47832

Date: 2026-06-18

File Number: LTB-L-034117-26-SA

In the matter of: 601, 20 TUXEDO CRT
SCARBOROUGH ON M1G3S5

Between: Q Res VI Operating LP Landlord

And

Mahendran Ramasamy Tenant

Q Res VI Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Mahendran Ramasamy (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on February 12, 2026 with respect to application LTB-L-094187-25.

The Landlord's application was resolved by order LTB-L-034117-26, issued on April 24, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-034117-26.

This motion was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, M. Ciobotaru, the Landlord's Agent, D. Atkins, the Tenant's Agent, Varshan Mahendran, and the Tenant attended the hearing. The Tenant just attended the hearing to provide authorization for the Tenant's Agent to speak on his behalf and then he disconnected.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on February 12, 2026 with respect to application LTB-L-094187-25. It was not disputed that the Tenant failed to pay the lawful rent for April on or before April 1, 2026 and the rent arrears payment of \$703.00 on or before April 15, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-034117-26 issued on April 24, 2026.
3. The Tenant's Agent, who is also the son of the Tenant, stated that his father is the sole provider for the household as his mother is not well and unable to work. He stated that he has just graduated from University, and his brother and sister are in high school and college, respectively. He also stated that they had to focus on paying the expenses for his father's business, such as rent and utilities despite a temporary lack of cash flow in April as this is the only income for the family. He further stated that the business' finances are improving. He also confirmed that \$3,000.00 was paid to the Landlord in May for the rent and an arrears payment. He requested another payment plan wherein \$1,000.00 was paid today, which he changed to \$2,000.00 being paid by Friday, then commencing July 1, 2026 they would pay the rent plus \$1,000.00 each month until the arrears are paid in full.
4. He submitted that they have been in the unit for seven years and had no issues for the first six years of their tenancy. He also submitted that if they were evicted it would be very difficult to find housing in their region as they cannot put together first and last month's rent for a new unit.
5. Under cross-examination, the Tenant's Agent confirmed that no payments have been made to the Landlord in June 2026 for either the rent or the arrears. Under cross-examination, the Tenant's Agent submitted that there was some confusion with the set aside motion statement in saying that the full balance would be paid as they were using the amount set out in the eviction order issued on April 24, 2026 and did not realize the payment plan terms were still meant to be met.
6. The Landlord's Legal Representative submitted that they filed this application because the Tenant failed to pay the April 2026 rent on or before April 1, 2026 and the arrears payment of \$703.00 on or before April 15, 2026, however the arrears payment was made on April 16, 2026. He also submitted that although the Tenant paid the May 2026 rent, there were no payments towards the arrears in that month and no payments in June 2026 towards the rent or arrears owing. As a result, he submitted that the rent arrears owing have now doubled.
7. The Landlord's Legal Representative requested that the motion be denied and the stay lifted immediately. He submitted that the Landlord elected to preserve this tenancy in January 2026 by entering into a payment plan with the Tenant, only for it to be breached in April 2026. He also submitted that the Tenant's Agent has made bold allegations, including an emergency utility payment, without any supporting documentation and it appears that the Tenant has prioritized paying expenses for his business over meeting the terms of the payment plan. He further submitted that since the Tenant's payments went NSF it proves there is no money making this tenancy not viable.
8. Based on the submissions before me, I was not satisfied that the Tenant can make the payments as asserted by the Tenant's Agent. He first stated that they could pay \$1,000.00 today then said they could pay \$2,000.00 by Friday. His statements appeared to be made only upon realizations of what was the total amount owing of \$6,219.52 to June 30, 2026. Despite the fact that the Tenant's Agent knew or ought to have known that both April and June 2026 rents were unpaid ($\$2,056.78 \times 2 = \$4,113.56$), and that there were only three

payments of \$703.00 (total = \$2,109.00) made towards the rent arrears agreed to be owing to January 31, 2026 of \$4,214.96 in the prior order.

9. I find it more likely than not that the Tenant's Agent was simply making desperate, futile attempts to have another payment plan ordered as these assertions were not backed with any supporting evidence of the income for the household. The Tenant's Agent confirmed that the business' income is their only income. He also confirmed that a large sum was paid to cover an outstanding utility bill for the business premises when the electricity was cut off. Given these statements, I was satisfied that more likely than not the business income cannot cover all of the Tenant's expenses for his business and the rental unit. The Tenant's Agent did not provide anything concrete that would support there has been a change in the business income that going forward there would be no issues covering all the expenses while meeting the terms of their proposed payment plan.
10. Given the above, including the breaches of the prior payment plan, the insecurity of income received from the Tenant's business, the Tenant's expenses, and that the rent arrears have increased since the prior payment plan was entered into, I find that it would be unfair to grant the motion and order another payment plan.

The stay is lifted on June 30, 2026

11. The stay of order LTB-L-034117-26 is lifted on June 30, 2026. This is a lengthy tenancy, approximately seven years, there are four adults and one youth in the household that will be impacted by the eviction, and even though the Tenant has already had the benefit of approximately two months as a result of the stay on the order issued on April 24, 2026, I find that it would not be unfair to delay the lifting of the stay until the end of this month.

It is ordered that:

1. The motion to set aside Order LTB-L-034117-26, issued on April 24, 2026, is denied.
2. The stay of order LTB-L-034117-26 is lifted on June 30, 2026.

June 18, 2026
Date Issued

Lisa Del Vecchio
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.