



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

Citation: YADHAVAKRISHNAN v SHARMA, 2026 ONLTB 43942

Date: 2026-06-19

File Number: LTB-L-024571-26-RV

In the matter of: MAIN FLOOR, 80 ARMILIA PL
WHITBY ON L1P0P7

Between: RAJKUMAR YADHAVAKRISHNAN
LAVANYA DEVARAJ

Landlords

And

BABITA ASHWANI SHARMA
PAYAL SHARMA

Tenants

Review Order

RAJKUMAR YADHAVAKRISHNAN and LAVANYA DEVARAJ (the 'Landlords') applied for an order to terminate the tenancy and evict BABITA ASHWANI SHARMA and PAYAL SHARMA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was resolved by order LTB-L-024571-26 issued on June 8, 2026.

On June 9, 2026, the Tenants requested a review of the order.

The review was heard by videoconference on June 18, 2026.

The Landlord, the Landlord's legal representative, Umang Dwivedi, and the Tenants attended the hearing.

Determinations:

Request to Review

1. I am persuaded that the Tenants were not reasonably able to participate in the proceeding because they had to go to the hospital on the hearing date.
2. As a result, I cancelled order LTB-L-024571-26 issued on June 8, 2026 and proceeded to hear the Landlords' application.

Merits of the Original Application

3. 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
7. The Tenants have not made any payments since the application was filed.
8. The rent arrears owing to June 30, 2026 are \$24,448.00.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$3,000.00 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.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlords attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In this regard, I considered that the Tenants fell into arrears in July 2025 and have not made any rent payments since February 2026. The Tenants stated that a family member would come to Canada in September 2026 and that they could pay off the arrears at that time. They said the family member could not transfer the money now because they were in a war zone and had been injured. The Tenants also said they could start paying rent in August 2026. The Tenants also said that they stopped paying rent because the Landlords refused to accept partial payments in February 2026, but the WhatsApp communications the Tenants provided to support this allegation did not state that the Landlords would not accept partial payment, but rather, that partial payment was not sufficient to avoid legal proceedings. As a result, I did not find this allegation to be credible. Moreover, the Tenants said that they did not have any funds at this time and could not make any immediate payments. This undermines the allegation that the Tenants were willing and able to make partial payments. I also considered that one of the Tenants experienced a fracture recently.
12. While I empathize with the Tenants' situation, they provided no documentation to support the allegation that the arrears could be paid off in September 2026, nor did they provide any documentation that they could start paying the rent in August 2026. The arrears are significant and any further delay in eviction is prejudicial to the Landlords. As a result, a standard order will issue.

It is ordered that:

1. The request to review order LTB-L-024571-26 issued on June 8, 2026 is granted.
2. Order LTB-L-024571-26 issued on June 8, 2026 is cancelled and replaced by the following:
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:**
 - \$24,634.00 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,409.34. 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 \$98.63 per day for the use of the unit starting June 19, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

June 19, 2026
Date Issued

Richard Ferriss
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, 2027 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 19, 2026

Rent Owing To June 30, 2026	\$24,448.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,634.00

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

Rent Owing To Hearing Date	\$23,223.34
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Total amount owing to the Landlord	\$20,409.34
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	