



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

File Number: LTB-L-034156-26

In the matter of: 3015-2031 KENNEDY RD
SCARBOROUGH ON M1T0B8

Between: Mahindan Mailvaganam Landlords
Jeyagowri Mahindan

And

Md Abdul Mannan Tenants
Monoza Begum
Sumaiya Tabassum

Mahindan Mailvaganam and Jeyagowri Mahindan (the 'Landlords') applied for an order to terminate the tenancy and evict Md Abdul Mannan, Monoza Begum and Sumaiya Tabassum (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlords also claimed charges related to NSF cheques.

This application was heard by videoconference on June 22, 2026.

Only the Landlords attended the hearing.

As of 3:12 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

Amending the application

1. At the hearing, I raised the issue that the address of the rental unit identified in the Notice to End a Tenancy Early for Non-payment of Rent (N4 Notice) is "3015-2031 Kennedy Rd Scarborough ON M1T0B8", whereas the application identifies the rental unit as "2031 Kennedy Rd Scarborough ON M1T0B8".
2. The N4 Notice accurately identifies the rental unit. The Tenants were served with the Notice of Hearing by both mail and email, and neither Notice of Hearing was returned as undeliverable. The Tenants did not attend the hearing and there is no evidence before me

that the Tenants were confused about the rental unit that is the subject of this application or that the discrepancy in the description of the rental unit affected the Tenant's ability to participate in the proceeding.

3. In these circumstances, I find it appropriate to amend the application to reflect the rental unit description contained in the N4 Notice. The amendment corrects a discrepancy in the description of the rental unit and ensures consistency between the N4 Notice and the application. I find that the amendment does not alter the substance of the Landlord's claim and causes no prejudice to the Tenant, who was provided with adequate notice of the proceeding, however, chose not to attend the hearing.

N4 Notice of termination

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2026 are \$11,000.00.
10. The Landlords claimed \$20.00 for administrative charges and \$10.00 for bank charges allegedly incurred as a result of a cheque returned NSF from the Tenants' bank account.
11. The Landlords testified that the NSF charges arose from a physical cheque. However, they did not provide documentary evidence establishing that the cheque was returned NSF or that they incurred the bank charges claimed. As the Landlords bear the burden of proving their claim on a balance of probabilities, I am not satisfied that the claimed NSF-related charges have been established. Accordingly, these amounts will not be awarded.
12. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. 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.

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:**
 - \$11,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$13,936.00 if the payment is made on or before July 5, 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 July 5, 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 July 5, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$10,425.02. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlords compensation of \$90.41 per day for the use of the unit starting June 23, 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 July 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 6, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 6, 2026.

June 24, 2026
Date Issued

Christina Philp
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 6, 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 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	\$11,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenants must pay to continue the tenancy	\$11,186.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$13,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenants must pay to continue the tenancy	\$13,936.00

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

Rent Owing To Hearing Date	\$10,239.02
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total amount owing to the Landlords	\$10,425.02
Plus daily compensation owing for each day of occupation starting June 23, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	