



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pathmanathan v Parry, 2026 ONLTB 50122

Date: 2026-06-30

File Number: LTB-L-033595-26

In the matter of: 945 EDINBURGH DR.
WOODSTOCK ON N4T0L4

Between: Sajeevan Pathmanathan Landlords
Aruliny Thurairajah

And

Mitchell Parry Tenant

Sajeevan Pathmanathan and Aruliny Thurairajah (the 'Landlords') applied for an order to terminate the tenancy and evict Mitchell Parry (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 23, 2026.

The Landlords' legal representative, Amie Guy, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,050.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,050.00 to the Landlords since the application was filed.
6. The rent arrears owing to July 14, 2026, are \$21,750.00.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.

8. The Landlords collected a rent deposit of \$2,050.00 from the Tenant 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 \$286.06 is owing to the Tenant for the period from November 18, 2018, to June 23, 2026.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Tenant testified that he has resided in the rental unit since 2018 and he resides in the rental unit with his two children of which he is the primary caregiver.
12. Additionally he has taken on a roommate who contributes \$1,300.00 towards rent and utilities.
13. The Tenant was suffering from some health issues and was off work, which led to the accumulation of rental arrears, but has since returned to work.
14. The Tenant proposes a payment plan be imposed whereby the Tenant will pay \$1,500.00 toward arrears each month in addition to the payment of new rent as it comes due and payable.
15. The Tenants provided testimony that his monthly income is approximately \$4,900.00 and that his monthly expenses inclusive of rent are approximately between \$3,200.00 and \$3,400.00. He is also in the process of sorting out his Child Tax Benefit, which he is entitled to since becoming the primary caregiver for his children.
16. The Landlords are opposed to a payment plan as the arrears owing are significant and the Tenant has broken payment arrangements with the Landlords in the past. The Landlords also have concerns that if the Tenant's roommate moves out he won't be able to afford the payment plan.
17. The Landlords' Legal Representative stated that the Landlords are suffering financial pressure due to the Tenant's non-payment of rent and may need to sell the rental property due to their financial issues as a result of the outstanding rental arrears.
18. The Tenant provided financial information for the Board's consideration. Based on the Tenant's income and expenses, I am satisfied the Tenant has the ability to adhere to a repayment plan. Additionally, the Tenant has resided in the rental unit for a significant period of time and is the primary caregiver for two young children. As such, the Tenant's request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

It is ordered that:

1. The Tenant shall pay to the Landlord \$21,936.00 for arrears of rent up to June 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
On or before August 1, 2026	\$1,500.00
On or before September 1, 2026	\$1,500.00
On or before October 1, 2026	\$1,500.00
On or before November 1, 2026	\$1,500.00
On or before December 1, 2026	\$1,500.00
On or before January 1, 2027	\$1,500.00
On or before February 1, 2027	\$1,500.00
On or before March 1, 2027	\$1,500.00
On or before April 1, 2027	\$1,500.00
On or before May 1, 2027	\$1,500.00
On or before June 1, 2027	\$1,500.00
On or before July 1, 2027	\$1,500.00
On or before August 1, 2027	\$1,500.00
On or before September 1, 2027	\$1,500.00
On or before October 1, 2027	\$936.00
TOTAL	\$21,936.00

3. If not already paid the Tenant shall pay rent to the Landlords for the month of July 2026 on or before July 15, 2026.
4. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period August 1, 2025 to October 1, 2027 or until the arrears are paid in full, whichever date is earliest.

5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 30, 2026
Date Issued

Sean Ramage
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.

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 July 11, 2026

Rent Owing To July 14, 2026	\$23,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,050.00
Total the Tenant must pay to continue the tenancy	\$21,936.00

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

Rent Owing To Hearing Date	\$22,356.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,050.00
Less the amount of the last month's rent deposit	- \$2,050.00
Less the amount of the interest on the last month's rent deposit	- \$286.06
Total amount owing to the Landlords	\$18,156.54
Plus, daily compensation owing for each day of occupation starting June 24, 2026	\$67.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	