



**Order under Subsection 9(2)
Residential Tenancies Act, 2006**

File Number: LTB-L-061292-22

In the matter of: A, 1012 Weston Road
Toronto Ontario M6N3S1

I hereby certify this is a
true copy of an Order dated

MAR 27, 2023

Landlord and Tenant Board

Between: Luke Kumar

Landlord

And

Akash Dagar, Manav Rawal and Payal
Sharma

Tenants

Luke Kumar (the 'Landlord') applied for an order to determine whether the *Residential Tenancies Act, 2006* (the 'Act') applies.

This application was heard by videoconference on March 15, 2023.

The Landlord (LK), the Landlord's legal representative K. Markoff, and the Tenants' representative C. Kumar (CK) attended the hearing.

Determinations:

1. LK and CK are brothers. LK owns the rental unit. CK has no ownership interest in the rental unit and he does not, nor did he ever, live in the rental unit.
2. By order LTB-L-074526-22, issued on February 7, 2023, I determined that LK and CK are both Landlords and the Tenants (who had been characterized in the application as occupants) were the Tenants of both LK and CK. The Tenants were found to be Tenants because they have the exclusive right to occupy the rental unit. The reason CK was found to be a Landlord was that he and his spouse ML have the exclusive right to permit occupancy of the rental unit, as per an arrangement CK and ML have with LK.
3. To some degree, the question posed by this application is resolved by order LTB-L-074526-22. That order found LK to be one of the Landlords in this situation. The other Landlords are CK and ML.
4. At the hearing LK sought a determination as to whether CK and ML continue to be Landlords, as the situation has changed since LTB-L-074526-22 was heard in October 2022.
5. At the hearing LK testified that he had notified CK that their arrangement with respect to the rental unit was terminated. LK filed a copy of a letter dated February 7, 2023 from his legal representative to CK and ML notifying them that LK is rescinding the verbal agreement respecting the rental unit and that CK's and ML's role as Landlord is at an end.

6. LK takes the position that his representative's letter of February 7, 2023 ended the arrangement by which CK and ML derived their exclusive right to permit occupancy of the unit, and so CK and ML are no longer Landlords of the unit and, as such, they may no longer exercise the rights of a Landlord, such as collecting rent.
7. LK testified that the arrangement that he had with CK was made orally and that there was no discussion as to how this arrangement would be terminated.
8. CK testified that his understanding was the arrangement could be terminated only when the Tenants vacate the property. He advised he thinks the Tenants will move out in 12 to 24 months.
9. LK's testimony that there was no discussion as to how the arrangement would end makes logical sense. LK and CK are brothers and they informally agreed that CK and ML could rent out LK's property. It makes sense that they would not discuss how that agreement could be terminated.
10. CK's testimony makes less sense. He testified that the arrangement could not be terminated unilaterally. This is highly unusual for any kind of agreement. Further, he testified that the arrangement would have to continue until the Tenants volunteer to leave, which could potentially be an indefinite period of time. CK could offer no evidence to support his testimony about this highly unusual term of the agreement. A term that a contract cannot be terminated except by some action by third parties is so onerous that it would have to be clearly articulated, preferably in writing. This alleged term is so onerous that I cannot give weight to CK's testimony about it in the absence of any supporting evidence.
11. Based on the above, I find it is more likely than not that LK and CK had no agreement as to how their arrangement could be terminated. LK is no longer interested in the arrangement and so I find that the arrangement is terminated, effective February 7, 2023.
12. In LTB-L-074526-22 I found that the Board has no jurisdiction over the arrangement between LK and CK/ML. My finding that the arrangement was terminated by LK does not take jurisdiction over the arrangement. In order to determine who is the Landlord in this tenancy, which is a determination within the Board's jurisdiction, I have to determine whether CK and ML continue to have the exclusive right to permit occupancy of the rental unit. They do not have this right because this right was granted by an arrangement that is now terminated.
13. If CK and ML wish to challenge LK's authority to terminate the arrangement, that may be done in a court of competent jurisdiction.
14. For the reasons above, I find that LK is the sole Landlord in this tenancy, as of February 7, 2023.

It is ordered that:

1. The Act applies between the Tenants and LK, who is the sole Landlord.

March 27, 2023
Date Issued



Renée Lang
Vice Chair, 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.

This order contains all reasons for the determinations and order made. No further reasons will be issued.