



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kulasegaram v Ali, 2025 ONLTB 32538

Date: 2025-05-02

File Number: LTB-L-020719-24

In the matter of: Basement, 15 BECKENHAM RD
BRAMPTON ON L6P2L7

Between: Janathan Kulasegaram

And

Mohanie Ali
Ann Farina Ali
Zaleena Gobin

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

MAY 02, 2025

Landlord and Tenant Board

Landlord

Tenants

Janathan Kulasegaram (the 'Landlord') applied for an order to terminate the tenancy and evict Mohanie Ali, Ann Farina Ali and Zaleena Gobin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was previously adjourned on June 20, 2024. The adjourned hearing for this matter was heard by videoconference on April 23, 2025. The Landlord, the Landlord's representative, David Borrie, and the Tenants attended the hearing. The Tenants declined the services of Tenant Duty Counsel.

Preliminary Issues:

Tenant, Occupant, or Visitor

1. Tenant Mohanie Ali testified that she entered into a verbal tenancy agreement with the Landlord and started her tenancy on March 1, 2021. She asserted that her daughters, Ann Farina Ali and Zaleena Gobin, were never part of the verbal tenancy agreement, and it was her who paid the rent, when she could, and dealt with the Landlord regarding any unit maintenance issues. Mohanie Ali testified further that her daughter Ann Farina Ali lived with her in the unit as an occupant, and her other daughter Zaleena Gobin never lived in the basement unit.
2. Ann Farina Ali and Zaleena Gobin both testified that they never entered into any verbal or written tenancy agreement with the Landlord, did not pay the rent for the unit, and did not coordinate with the Landlord with respect to any unit maintenance issues. Ann Farina Ali stated that she lived in the unit as an occupant. Zaleena Gobin stated that she never lived in the unit.
3. The Landlord testified that he established a verbal tenancy agreement with Mohanie Ali that the tenancy would start on March 1, 2021, with a monthly rent of \$1,500.00, and that Mohanie Ali's daughters, Farina Ali and Zaleena Gobin, would live in the unit with her and

assist with the payment of rent. The Landlord testified further that he coordinated with Mohanie Ali for the payment of rent until April 8, 2023, when the daughters intervened and wanted rent discussions to pass through them. The Landlord submitted a copy of a text message from Ann Farina Ali, dated April 8, 2023, with this request. The Landlord asserted that maintenance issues for the unit were relayed to him by all three women.

4. On the basis of the evidence provided, and in accordance with the Board's Interpretation Guideline 21, I am satisfied that Mohanie Ali is the sole Tenant of the unit, Ann Farina Ali is an occupant of the unit, and Zaleena Gobin is a visitor of the unit. I accept that the Tenant's daughters assisted her with the tenancy, particularly after April 8, 2023; however, on a balance of probabilities, I find that Mohanie Ali, alone, entered into a verbal tenancy agreement with the Landlord, primarily paid and was responsible to pay the rent, and primarily coordinated tenancy issues with the Landlord throughout the tenancy.

Tenancy Issues and Payment of Rent

5. This matter was adjourned on June 20, 2024 to permit the Tenant to provide the Landlord with any tenancy issues pursuant to s. 82 of the *Residential Tenancies Act, 2006* (the "Act"). Interim Order LTB-L-020719-24-IN was issued June 28, 2024, and sent to the Tenant via email. The Tenant confirmed the email address used by the Board was correct. I am therefore satisfied that the Tenant received the Interim Order on June 28, 2024.
6. The Interim Order required the Tenant to provide a detailed listing of all s. 82 tenancy issues to the Landlord and the Board on or before July 15, 2024. The Interim Order also required the Tenant to pay her portion, \$858.00, of all new rent on or before the 15th of each month, from July 15, 2024 to the date that the application is resolved. The Landlord received the remaining portion of the rent directly from the Ontario Disability Support Program (ODSP).
7. The Landlord's representative submitted that the Landlord never received a detailed listing of tenancy issues from the Tenant, on or before July 15, 2024. The representative also submitted that the Tenant failed to pay her portion of the rent in full and on time for the period from September 15, 2024 to April 15, 2025. The representative added that the Landlord stopped receiving the ODSP contribution to the rent in April 2025.
8. The Tenant testified that she did not provide the Landlord or the Board with a detailed listing of tenancy issues on or before July 15, 2024, as ordered by the Board. The Tenant testified further that she failed to pay her portion of the rent for the months of September 2024 to April 2025, as a result of financial difficulties. The Tenant acknowledged that during the previous hearing for this matter, she agreed that she could make the rent payments on the 15th day of each month, and that the adjudicator explained the reasons why she must pay.
9. On the basis of the evidence provided, I am satisfied that the Tenant has not complied with the Interim Order issued on June 28, 2024. She has not submitted a detailed listing of her s. 82 tenancy issues on or before July 15, 2024, nor has she paid her portion of the rent, as ordered, on or before the 15th day of each month from September 15, 2024 to April 15, 2025, despite the previous Member's explanations and the Interim Order.

10. Board orders are not to be taken lightly. They are to be complied with. Absent a good and valid reason for breaching a Board order, the Board should enforce its own orders. As the Tenant has no real excuse for failing to obey the Board's Interim Order, I find that it would be appropriate to refuse to consider evidence and submissions with respect to the Tenant's s. 82 claims. The Tenant is free to file her own application with the Board so she is not unduly prejudiced. That being said, I believe it would be unfair to refuse to consider the Tenant's evidence and submissions with respect to the Landlord's L1 application.

Determinations:

11. The Landlord served the Tenant with a valid Notice to End the 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Rent Arrears

17. The Landlord's representative confirmed that as of the application date of March 14, 2024, the arrears for the tenancy were \$16,012.57. He submitted that the Tenant has paid \$15,852.00 to the Landlord since the application was filed; however, with rent charged over this period of \$19,500.00, the Tenant accrued further arrears of \$3,648.00. The representative submitted further that the arrears owed to April 30, 2025 are therefore \$19,660.57. The Landlord submitted a detailed rent ledger and L1/L9 update sheet identifying, monthly from January 2022 to April 2025, the specific arrears owed.
18. The Tenant testified that she has rent arrears, but she was not sure of the total, asserting that it was less than \$19,660.57. The Tenant stated that her arrears were more than \$10,000.00, but less than \$19,660.57.
19. On the basis of the evidence provided, I am satisfied that the rent arrears for this tenancy, as of April 30, 2025, are \$19,660.57. In this matter, I find the Landlord's evidence, with a detailed rent ledger and rent update sheet, more compelling than the Tenant's evidence, comprised entirely of an uncertain recollection of what specific rent arrears she owed.

Relief from Eviction

20. 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 Landlord

attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

21. The Landlord testified that in 2024 he tried to coordinate with the Tenant for the payment of the arrears through a payment plan, by slipping rent ledgers with notes and offers under her door; however, the Tenant never responded to these offers and the matter has now become uncivil. The Landlord testified further that the significant arrears are causing him extreme financial hardship through increased debt loads.
22. The Tenant testified that she did not pay her rent because she is experiencing financial difficulties. She explained that her monthly income from Ontario Works (OW) is \$1,265.00, and her monthly expenses, with the rent, are \$2,500.00. She noted that she wants to preserve her tenancy, but if she is evicted, she would require six months before moving to find an alternative unit.
23. On the basis of the evidence provided, I am satisfied that since January 1, 2022, the Tenant has accrued significant rent arrears of \$19,660.57 that would be difficult for the Tenant to repay in a timely manner given that her current income is insufficient to pay even the ongoing rent. I therefore find that this tenancy is not financially viable for the Tenant. Under these circumstances, I find that offering the Tenant conditional eviction relief through an imposed payment plan, or postponing the termination of the tenancy, would result in undue financial hardship for the Landlord. Accordingly, I find that it would be unfair to the Landlord to grant the Tenant with any eviction relief.

It is ordered that:

1. The tenancy between the Landlord and the sole Tenant, Mohanie Ali, is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,346.57 if the payment is made on or before May 13, 2025. See Schedule 1 for the calculation of the amount owing.
3. 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 May 13, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 May 13, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,480.93. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting April 24, 2025 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before May 13, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 13, 2025, then starting May 14, 2025, the Landlord 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 Landlord on or after May 14, 2025.

May 2, 2025
Date Issued

Frank Ebner
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 November 14, 2025 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 May 13, 2025

Rent Owing To May 31, 2025	\$37,012.57
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$15,852.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$21,346.57

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

Rent Owing To Hearing Date	\$35,146.93
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$15,852.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$19,480.93
Plus daily compensation owing for each day of occupation starting April 24, 2025	\$49.32 (per day)