



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Ramtahal v Wulah aka Forester, 2025 ONLTB 38229

Date: 2025-05-23

File Number: LTB-L-018949-25-SA

In the matter of: UPPER UNIT, 8 Blue Silo Way
Brampton ON L6X5P5

Between: Dianna Ramtahal

And

Collette Elaine Wulah aka Forester

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

MAY 23, 2025

Landlord and Tenant Board

Landlord

Tenant

Dianna Ramtahal (the 'Landlord') applied for an order to terminate the tenancy and evict Collette Elaine Wulah aka Forester (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 6, 2025 with respect to application LTB-L-056566-24.

The Landlord's application was resolved by order LTB-L-018949-25, issued on March 18, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-018949-25.

This motion was heard by videoconference on May 13, 2025. The Landlord, the Landlord's representative, Ti-Anna Hall, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. On the basis of the evidence provided, I am satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on February 6, 2025 with respect to application LTB-L-056566-24. Specifically, the Tenant did not pay her monthly rent of \$3,690.00 for March 2025, on or before March 1, 2025. The Tenant paid \$3,600.00 for March 2025 rent, on March 1, 2025.
2. The Landlord's representative submitted that the Landlord sent the Tenant a Notice of Rent Increase (NORI) via email on September 26, 2024, advising the Tenant that the rent would increase from \$3,600.00 monthly to \$3,690.00 monthly effective January 1, 2025. The Landlord submitted a copy of this email as well as the NORI. The representative noted that the Tenant acknowledged receipt of the NORI in an email to the Board on November 15, 2024. The Landlord submitted a copy of this email.

3. The Tenant testified that she received the Landlord's NORI, but she did not understand that it was effective as of January 1, 2025.
4. On the basis of the evidence provided, I am satisfied that the Landlord increased the monthly rent to \$3,690.00, pursuant to s. 116 and s. 120(1) of the *Residential Tenancies Act, 2006* (the "Act"). I therefore find that the lawful monthly rent for the unit, effective January 1, 2025, is \$3,690.00. I am satisfied that the effective date of the rent increase was clearly evident on the Landlord's NORI to the Tenant. I therefore find that the Tenant ought to have known that the monthly rent for the unit, effective January 1, 2025, was \$3,690.00.

The surrounding circumstances

5. On the basis of the evidence provided, and after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-018949-25.
6. The Tenant testified that since the previous order LTB-L-056566-24 imposed a payment plan on her effective February 6, 2025, her monthly income has ranged from \$4,200.00 to \$4,700.00, and she has monthly expenses of \$2,200.00, not including rent of \$3,690.00. She noted that she is the sole provider for the household and is getting assistance from the Region of Peel for her arrears payments. The Tenant stated that she has rent arrears of \$10,800.00.
7. The Tenant testified further that she wants to retain her tenancy, noting that she has two adult sons who attend university, and that any change in her tenancy would be disruptive to them. The Tenant asserted that if her tenancy is terminated, she would require four months before being evicted to save enough money for an alternate rental unit.
8. The Landlord testified that the Tenant owes her \$10,000.00 in rent arrears as of the day of the hearing, and that these arrears have resulted in increased debt for the Landlord that is causing significant financial hardship and emotional stress. The Landlord requested that the Tenant's motion be denied, and the stay of the order be lifted immediately to mitigate the Landlord's financial hardship.
9. On the basis of the evidence provided, I find that the Tenant did not establish that her circumstances, since order LTB-L-056566-24 was issued on February 6, 2025, were sufficient grounds for her to breach the order. I accept that the Tenant is the sole provider for her household; however, given the current rent arrears of \$10,000.00, and monthly expenses that far exceed her monthly income, I am satisfied that this tenancy is not financially viable for the Tenant. For these reasons, I find that permitting the tenancy to continue would be unfair to the Landlord.

The stay is lifted immediately

10. The stay of order LTB-L-018949-25 is lifted immediately. I accept that an immediate move for the Tenant will be difficult; however, in this matter I find that with current arrears of \$10,000.00, and no viable plan for the Tenant to pay the arrears and ongoing rent in a

timely manner, the prejudice to the Landlord of any delay in the lifting of the stay outweighs the prejudice to the Tenant of an immediate lifting of the stay.

It is ordered that:

1. The motion to set aside Order LTB-L-018949-25, issued on March 18, 2025, is denied.
2. The stay of order LTB-L-018949-25 is lifted immediately.

May 23, 2025
Date Issued

Frank Ebner
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.