



**Order under Section 87 / 88.2 / 88.1
Residential Tenancies Act, 2006**

Citation: Kumar v Ferguson, 2026 ONLTB 1888

Date: 2026-01-06

File Number: LTB-L-077273-23

In the matter of: 9 Rabbit Run Road
Brighton ON K0K1H0

Between: Gurinderjit Kumar Landlord

And

Summer Ferguson Former Tenant

Gurinderjit Kumar (the 'Landlord') applied for an order requiring Summer Ferguson (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

Gurinderjit Kumar (the 'Landlord') applied for an order requiring Summer Ferguson (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Gurinderjit Kumar (the 'Landlord') applied for an order requiring Summer Ferguson (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on July 17, 2025.

The Landlord, the Landlord's legal representative, Ravinder Malik, the Former Tenant, and the Former Tenant's legal representative, Tyna Vayalikollattu, attended the hearing.

Preliminary Issue:

1. At the outset of the hearing the Former Tenant's legal representative made a motion of summary dismissal of the Landlord's application due to non-compliance with the LTB's Rules of Procedure as they relate to service of evidence. The Former Tenant's legal representative submitted that all the evidence the Landlord wished to rely upon was served on either July 15, 2025, or on the day of the hearing and therefore is not compliant with the required 7-days service prior to the hearing. The Former Tenant's legal representative

submitted that the Landlord ought not to be permitted to rely on the late submitted evidence and without same, they cannot prove their case and it would be a waste of Board time to proceed.

2. The Landlord's legal representative submitted that he was recently retained and had difficulties obtaining the Landlord's documents from their former representative. The Landlord's legal representative submitted he uploaded the documents as soon as he received them.
3. Documentary evidence is not the only evidence considered at a hearing. Oral testimony which is considered for credibility and reliability is still evidence. While the Former Tenant's legal representative may have a valid submission for why the Landlord's documentary evidence ought not to be made part of the hearing record, their request for summary dismissal of the application is not warranted in these circumstances.
4. Rule 19.1 of the the LTB's Rules of Procedure sets out that all parties to a matter that has been scheduled for a hearing must provide the other parties and the LTB with copies of all documents, pictures, and other evidence that the party intends to rely on at least 7 days before the hearing. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered.
5. This matter was previously before the Board on September 12, 2024. On that hearing date the matter was adjourned because the Landlord's legal representative, Ravinder Malik, advised that he was just retained two days ago and required time to review the file and upload documents. The Landlord's legal representative presented no reasonable explanation as to why he could not serve evidence in accordance with the Rules having been provided with almost a full year since he came onto the record.
6. It is procedurally unfair for the Former Tenant to be expected to review and defend the Landlord's evidence, most of which was uploaded on the day of the hearing. Much of what the Landlord wishes to rely upon were utility bills which could reasonably be expected to require verification and cross-referencing to be defended. The Tenant could not possibly do so given the timeline of when the documents were disclosed.
7. Therefore, the Landlord's evidence that was served and uploaded on July 15, 2025, and July 17, 2025, was not accepted as part of the hearing record. The Landlord was not permitted to rely upon this documentary evidence.

Determinations:

8. As explained below, the Landlord proved the rent arrears and daily compensation allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant will be required to pay the Landlord \$2,523.37.
9. The Landlord did not prove the remaining allegations contained in the application on a balance of probabilities. Therefore, the Landlord's claim for costs relating to substantial interference and unpaid utilities are dismissed.

10. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.
11. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.
12. These documents were served on June 4, 2025, by mail to the Former Tenant's current address.
13. The Landlord's position is that the Former Tenant vacated the rental unit on or about September 1, 2023. The Former Tenant's position is that they vacated the rental unit on July 31, 2023. My determinations on the Former Tenant's vacate date is outlined below.
14. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

15. The lawful rent was \$2,400.00. It was due on the 1st day of each month.
16. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
17. The Former Tenant has not made any payments since the application was filed.
18. The Landlord testified she gave the Tenant an N4 notice of termination for rent arrears with a termination date of July 31, 2023. The Landlord stated that her legal representative at the time did not immediately file the L1 application and by the time she realized the application still needed to be filed, the Tenant had already vacated.
19. The Landlord testified that she believes the Tenant vacated on either July 31, 2023, or August 1, 2023. And that the Tenant stopped paying rent in June 2023.
20. The Former Tenant testified that she paid rent for June 2023 and that she vacated the rental unit on July 31, 2023. The Former Tenant stated she had already moved to a new rental unit for August 1, 2023.
21. The Former Tenant did not produce proof of the rent payment that she alleged was paid to the Landlord for June 2023. The Former Tenant was aware that the Landlord was claiming arrears for June 2023. It could be reasonably expected that proof of payment to refute the Landlord's claims would be required. Without such supporting evidence, I cannot be satisfied that the payment was made.
22. With respect to the tenancy end date, I prefer the testimony of the Former Tenant over the Landlord. I say this because throughout much of the Landlord's testimony she was unsure about dates and other pertinent details. The Landlord could not recall exactly when the Tenant vacated but thought it was either July 31, 2023, or August 1, 2023. On the other hand, the Former Tenant had a clear recollection of having moved into a new rental unit on August 1, 2023, and gave reliable testimony that July 31, 2023, was the last day of her

tenancy. This date also corresponds with the Landlord's testimony regarding the stated termination date on the N4 served to the Former Tenant.

23. Accordingly, I find that the tenancy ended on July 31, 2023, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
24. The rent arrears and daily compensation owing to July 31, 2023 are \$4,800.00.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for substantial interference

26. The Landlord alleges that they incurred costs of \$50.00 to dispose of garbage and personal belongings left behind in the unit by the Former Tenant.
27. The Landlord provided no supporting evidence for this cost such as a receipt or photos of the purported garbage and personal belongings which the Landlord claims required disposal. This is evidence that I would expect to see to support such a claim.
28. For this reason, the Landlord has not proven that the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord by leaving garbage behind in the unit.

Compensation for unpaid utility costs

29. The Landlord claimed that the Former Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement. The Landlord's application claims reasonable out-of-pocket expenses of \$1,458.18 as a result of the Former Tenant's failure to pay utility costs from May to September 2023.
30. The Tenant testified that all utility payments for the rental unit were made up to when she vacated. The Tenant denies that she owes any amount to the Landlord for utilities.
31. Given my prior ruling, the Landlord's documentary evidence regarding unpaid utilities was not considered. The Landlord has no specific recollection of the claimed months that utilities were unpaid or amounts outstanding. As such, the Landlord did not prove that they incurred reasonable out-of-pocket expenses as a result of the Former Tenant's failure to pay heat, electricity and/or water costs.

Rent Deposit

32. The Landlord collected a rent deposit of \$2,400.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

33. Interest on the rent deposit, in the amount of \$62.63 is owing to the Former Tenant for the period from July 16, 2022 to July 31, 2023

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,800.00, which represents rent and compensation owing up to July 31, 2023.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$2,462.63 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is \$2,523.37*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Melissa Anjema
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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To July 31, 2023	\$4,800.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$62.63
Total amount owing to the Landlord	\$2,523.37