



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090414-25

In the matter of: 211, 300 RANDALL ST
OAKVILLE ON L6J1R1

Between: Rosepell Developments Limited Landlord

And

Sarmad ("Samrad") Nahidh Ganni Tenant

Rosepell Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Sarmad ("Samrad") Nahidh Ganni (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (hereafter referred to as the 'L1 Application').

This L1 Application was heard by videoconference on January 13, 2026.

The Landlord's Legal Representative, Anthony Sciacca, and the Tenant attended the hearing.

Determinations:

Monetary Jurisdiction

1. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Subsection 207(1) of the *Residential Tenancies Act, 2006* (hereafter referred to as the 'Act') states that the Board's monetary jurisdiction is the same as the Small Claims Court's jurisdiction, which is currently in the amount of \$50,000.00.¹
2. By proceeding with the L1 Application, the Landlord extinguishes any rights they may have to pursue the full amount owing before Superior Court. The amounts in excess of the Board's monetary jurisdiction cannot be claimed by the Landlord in a different application before the Board.
3. The Landlord's Legal Representative stated that the Landlord was made aware of the Board's monetary jurisdiction and expressed a desire to proceed with the hearing of the L1 Application and voluntarily waived the portion of the claims that exceeds the Board's monetary jurisdiction.

¹ Section 1 of the *Ontario Regulation 626/00*.

4. I am satisfied that the Landlord understood the consequences of continuing with their claim before the Board, and proceeded to hear the L1 Application.

Arrears of Rent

5. The Landlord 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 L1 Application was filed.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The parties agree that the lawful rent is \$7,000.00. It is due on the first (1st) day of each month.
8. Based on the monthly rent, the daily rent/compensation is \$230.14. This amount is calculated as follows: \$7,000.00 x 12, divided by 365 days.
9. The parties agree that the Tenant has not made any payments since the L1 Application was filed.
10. The rent arrears owing to January 31, 2026, are therefore \$84,000.00.
11. The Landlord incurred costs of \$186.00 for filing the L1 Application and is entitled to reimbursement of those costs.

Last Month's Rent Deposit

12. The Landlord submits that they do not hold a last month's rent deposit.
13. The Tenant stated that they paid the Landlord a deposit of \$7,000.00 on or around November 1, 2022.
14. Although the burden of proof to establish and prove their case remains on the Landlord, as the Landlord denied holding funds associated to the last month's rent deposit, the Tenant bears the evidentiary burden to positively prove that they have paid the deposit (or that someone on their behalf has paid the deposit)².
15. As the Tenant limited their submissions in regard to the payment of the deposit to general statements that were not corroborated by any documentary evidence or details (such as, but not limited to a payment receipt or bank statements) that demonstrated that a payment was actually made (rather than that the parties may have agreed that such a payment would be completed), I find that the Tenant failed to meet the burden of proof to establish their claim.
16. Accordingly, on the basis of the evidence and submissions before, I find, on a balance of probabilities, that there is no last month's rent deposit.

² *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII); paragraph 27.

Relief From eviction

17. The Landlord sought the termination of the tenancy due to the substantial amount of the rent arrears.
18. The Landlord has attempted to negotiate with the Tenant an agreement including terms of payment for the Tenant's arrears. While the Tenant proceeded to provide cheques to the Landlord, that were intended to be applied towards the arrears of rent and the ongoing rent, all such cheques were declined due to Non-Sufficient Funds (NSF). As such, the Landlord submits - and I accept - that at the time of the hearing, the Tenant had been living rent-free for one (1) year (*i.e.*, from February 1, 2025, to January 31, 2026).
19. The Tenant testified that they moved into the rental unit during the month of November 2022, and currently occupy the rental unit with their seventeen-year-old child.
20. The Tenant stated that they are a developer and faced financial difficulties when remortgaging some of their properties and assets.
21. The Tenant estimates their monthly household income to be \$5,800.00 and their monthly expenses to be around \$17,870.00. The Tenant's estimated expenses to do take into consideration other mortgage obligations they may have.
22. The Tenant sought to remain in the rental unit, and proposed to enter into a repayment plan during which they pay the Landlord the ongoing rent in full and on time, in addition to paying the arrears of rent in accordance with the following schedule:
 - On or before January 18, 2026, the amount of \$7,000.00.
 - On or before the fifteenth (15th) day of each month, from February 1, 2026, to May 31, 2026, the amount of \$18,000.00 per month.
 - On or before June 15, 2026, the amount of \$5,000.00.
23. The Tenant stated that they have spoken with family members. They intend to rely on their financial assistance in order to abide by their repayment proposal. The Tenant indicated that due to a past familial dispute – which has since subsided - they were previously unable to ask for such financial assistance.
24. The Tenant has not started looking for alternate housing accommodations. They would estimate needing no less than thirty (30) days to move out of the rental unit, should the tenancy be terminated.

Analysis

25. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, along with the length of the tenancy, the amount of the rent arrears, and the Tenant's payment history since the filing of the L1 Application, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

26. Although the Tenant proposed to enter into a repayment plan to pay the arrears of rent and continue the tenancy, the Tenant did not provide any documents, such as bank statements or income statements, to substantiate their income. The Tenant's expenses already significantly outweigh their estimated income, and the Tenant did not propose a concrete method to increase their income. While the Tenant intends to rely on the financial assistance of relatives to complete the payment of the rent arrears, the Tenant was vague as to the actual amounts their said relatives had committed to providing them, or when the Tenant would actually be receiving any such amount.
27. I note that the Tenant did not call their relatives to testify as to their alleged financial commitments. I am therefore unable to ascertain the feasibility of the aforementioned financial assistance.
28. As the Tenant limited these submissions to general statements that were not corroborated by any supporting evidence or details, I am not satisfied that the Tenant has the financial means to enter into a repayment plan for their arrears of rent, especially when taking into consideration the Tenant's other exhaustive financial obligations and commitments.
29. Since it is apparent that the Tenant does not have the financial capability to continue the tenancy of their own accord, under their current circumstances, I find the Tenant's inability to pay the arrears of rent and the ongoing rent would result in additional significant prejudice to the Landlord; and given the substantial amount of arrears, I do not find it appropriate to grant relief from eviction.
30. The Landlord should not have to further bear the burden of a Tenant's financial embarrassment. As a result, I have terminated the tenancy in accordance with the terms set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant 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:**
 - \$84,186.00 if the payment is made on or before January 31, 2026. 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 January 31, 2026, 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. Pursuant to the Board's monetary jurisdiction³ this amount includes rent arrears owing up to

³ Subsection 207(1) of the *Residential Tenancies Act, 2006*.

the date of the hearing and the cost of filing the L1 Application. See *Schedule 1 for the calculation of the amount owing*.

6. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

January 20, 2026
Date Issued

Alexandre Traboulsi
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 August 1, 2026, 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 January 31, 2026

Rent Owing To January 31, 2026	\$84,000.00
L1 Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$84,186.00

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

Rent Owing To Hearing Date	\$79,991.82
L1 Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)⁴	\$50,186.00

⁴ Subsection 207(1) of the *Residential Tenancies Act, 2006*.