



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ramayanam v McMillan, 2026 ONLTB 7563

Date: 2026-01-27

File Number: LTB-L-082003-25

In the matter of: BASEMENT, 24 SILVERCREEK PKY N
GUELPH ON N1H 7X6

Between: Ajay Sridhar Ramayanam Landlord

and

Kerrie McMillan Tenant

Ajay Sridhar Ramayanam (the 'Landlord') applied for an order to terminate the tenancy and evict Kerrie McMillan (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 10, 2025.

The Landlord, the Landlord's legal representative Janet van Oordt, the Tenant and the Tenant's witness Jasmine McMillan attended the hearing.

Determinations:

1. The Landlord applies to terminate the tenancy based a voidable notice of termination given under sections 62 and 64 of the *Residential Tenancies Act, 2006* (the 'Act') that alleges:
 - (a) The Tenant substantially interfered with the Landlord's lawful right, privilege or interest by failing to pay utilities that the tenant was required to pay under the tenancy agreement in the amount of \$4,111.56.

(b) On June 11, 2025, a person that the Tenant permitted in the residential complex started a fire and thereby wilfully or negligently caused undue damage to the residential complex in the amount of \$11,808.50.

2. The Tenant did not void the N5 Notice in accordance with subsection 64(3) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the amounts demanded or repairing the damage.

The Fire

3. The Tenant denies responsibility for the fire.
4. Only the Tenant's witness J.M. made any direct observation of the incident. In the early hours of June 11, 2025, the alleged arsonist went to the door of the rental unit intending to visit J.M. who lives there with her mother the Tenant. J.M. did not admit the visitor explaining that the hour was late and that the Tenant was not home. J.E. became agitated, lingered a few minutes, smoked a cigarette of some description, and was seen running away after the fire had started.
5. The Landlord testified the incident was captured by a neighbour's security camera. Police who responded to the emergency call viewed that footage and charged J.E. with arson. The footage was not presented at the hearing. The Landlord showed me a letter obtained under access to information legislation showing that as of August 5, 2025, J.E.'s charges were still pending before the criminal courts. No further update was available which means I was given no information about what if any findings of fact were made by the court in respect of the June 11, 2025 incident. Memo book notes of the police officer, testimony of the neighbours, reports from fire investigators, insurance adjustors or anything else that would permit me to understand how the fire started were not presented. In short, I have no basis for understanding why the police determined that J.E. was the arsonist.
6. In order to succeed on the application, the Landlord must meet the requirements of subsection 62(1) of the Act by proving on a balance of probabilities that J.E. was a person permitted into the residential complex by the Tenant. To that end, the Landlord testified that nightly disturbances at the residential complex requiring police intervention are not uncommon. He asked me to infer from this circumstantial evidence that unwelcome visitors are common problem, that J.E. was one such frequent visitor to the residential complex and therefore a guest of the Tenant on the night of the fire.
7. Leaving aside the fact that the Landlord presented no details of these other disturbances (nor corroboration such as police records of the sort that he obtained in relation to the June 11, 2025 incident or the messages he allegedly exchanged with police investigators), there is no evidence that any of those other disturbances involved J.E. or that they resulted in criminal activity, damage or anything else related to the material issue in dispute here. At its absolute highest, the Landlord's evidence (if believed), would show that the Tenant has had troublesome guests in the past, at night. It would not be sufficient to prove that the Tenant permitted J.E. onto the property on June 11, 2025.
8. Permission, in the sense used in subsection 62(1) of the Act, means consent. It involves a voluntary agreement or at least some evidence from which it can be inferred that the Tenant knew J.E. was going to visit and voluntarily agreed to his visit. There is simply no

evidence here that would allow such an inference. On the contrary, the unchallenged evidence of the J.M. is she did not invite J.E. to come to her home at 1:30 am and in fact asked him to leave when he showed up unannounced. That J.E. was known to the occupants of the rental unit or that he had been there on other occasions with their permission is not sufficient to prove that he was there with their permission on the morning of June 11, 2025. Anyone walking off the street can approach the door of the rental unit. I find on a balance of probabilities that J.E. was not a person the Tenant or another occupant of the rental unit admitted onto the residential complex when the fire started.

9. Therefore, I find the application for termination based on this portion of the N5 Notice must be dismissed because the Landlord failed to prove on a balance of probabilities that the Tenant, another occupant of the rental unit or a person whom the Tenant permits in the residential complex wilfully or negligently caused undue damage to the rental unit or the residential complex.
10. The Landlord's request to amend the application in the form delivered on December 2, 2025 is granted to include the claim for undue damage under section 89 of the Act and that claim is dismissed because the Landlord failed to prove on a balance of probabilities that the damage was caused by the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant.

Utilities

11. The residential complex has two residential units who share the same utilities account. The Tenant occupies the basement unit. The Tenant agrees she is responsible for 30% of the combined utilities cost but denies the debt alleged.
12. The residents of the upstairs unit had subscribed for accounts with the utility providers. The arrangement apparently involved the Tenant paying her share of the utilities cost directly to the residents of the upstairs unit. This is consistent with the notation in the tenancy agreement that says:

Main floor tenants sets up account and pays the utility provider.

* * *

Main floor tenants and basement tenants to co ordinate and make the utilities payments.

13. The tenancy agreement speaks of electricity, heat and water. But the Landlord's claim seeks an undivided lump sum amount without particulars. The allegation in the N5 notice of termination is pleaded in these terms:

To date, your outstanding utilities are \$4,111.56. This behaviour violates the *Residential Tenancies Act* as it substantially interferes with your landlord's lawful rights, privileges, or interests. The tenant must refrain from interfering with the landlord's lawful rights, privileges, or interests.

The tenant must make payment of \$4,111.56 to the landlord in order to meet their obligation to pay 30% of the utilities. Please contact our office or the landlord to make arrangements for payment.

14. This notice does not communicate to the Tenant which of electricity water or heat are unpaid and for what period. The Landlord relied on a chart he had prepared containing the amounts charged for utilities divided by month. That chart was presented as evidence at the hearing but was not included in the N5 notice of termination.
15. The application originally filed does not contain a claim for utilities. The requested amendment to the application merely claims \$4,612.94 also without particulars. Those details did not emerge at the hearing either. The Landlord did not have the supporting bills, because he says, they are in the name of the upstairs resident and therefore not within his possession and control. The Landlord testified that he paid the Tenant's share of the utilities directly to the main floor tenants because the Tenant would not. He did not present proof of payment, for reasons that he did not explain.
16. The Tenant says she paid her share to the upstairs residents until they moved out some months ago at which time she transferred the accounts to her name and paid them. She too had no corroboration.
17. I find this portion of the N5 Notice is incapable of supporting termination because it lacks particulars and therefore does not comply with the requirement in subsection 43(2) to give reasons and details respecting the termination. This requirement is included in the legislation because it is a matter of basic fairness. One purpose of a voidable N5 notice is to alert a tenant to allegations against them so they may know the extent of their jeopardy and consider their position. This N5 Notice badly alleges a debt in respect of utilities but without the details the Tenant would require to understand the claim against her or to verify the quantum claimed. The only way the Tenant could exercise her legislated right to void the notice and preserve her tenancy would be to submit to the unqualified demand to pay a lump sum without knowing which utility it's for and for what period. Therefore I find the application for termination based on this portion of the N5 notice must be dismissed because no valid notice of termination was given in support of it.
18. As for the quantum of the debt, I find the evidence presented by both sides to be very poor. The Landlord had no corroboration of the amounts claimed and the Tenant had no proof of payment. Still, I make no finding in respect of this alleged debt because I find that dispute is not properly before the Board. On considering the factors identified in Rule 15 of the Board's *Rules of Procedure*, I have denied the Landlord's request to amend the application in the form delivered on December 2, 2025 to include a claim for unpaid utilities under section 88.2 of the Act because that pleading lacks sufficient particulars to allow the respondent to know what is being claimed.

It is ordered that:

1. The application is amended to include a claim for undue damage in the amount of \$11,808.50 in connection to the fire of June 11, 2025.
2. The application is dismissed.

January 27, 2026
Date Issued

 Nersi Makki

Member, Landlord and Tenant Board

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