



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivagnasuntheram v Fallahi, 2026 ONLTB 10376

Date: 2026-02-03

File Number: LTB-L-059834-25

In the matter of: UPPER UNIT, MAIN ROOM,
1008 DUNDAS ST LONDON ON N5W3A3

Between: Nishanth Sivagnasuntheram Landlord

And

Parisa Fallahi Tenant

Nishanth Sivagnasuntheram (the 'Landlord') applied for an order to terminate the tenancy and evict Parisa Fallahi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord's L2 application was withdrawn in interim order LTB-L-059834-25-IN, issued on October 1, 2025. This application was heard by videoconference on December 16, 2025.

The Landlord's legal representative Dharshini Dhurairatnam, the Landlord, the Tenant's legal representative Bahman Roudgarnia, and the Tenant attended the hearing.

Determinations:

1. 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 application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 20, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit

Lawful Monthly Rent

4. The Landlord's position is that the lawful monthly rent is \$800.00, while the Tenant asserts the rent was \$350.00 with consideration to a business arrangement between the parties involving a corporation.
5. Neither party disputed that the Tenant was paying rent to the Landlord to occupy a room in the residential complex. Despite any business arrangements between the parties, it is clear there is a Landlord and Tenant relationship in addition to any business dealings.

6. The Tenant's evidence is that the verbal agreement between the parties was for the Tenant to move into the Landlord's property, pay \$350.00 per month in rent, and run an AirBNB business renting other rooms in the property.
7. The Tenant testified that prior to the breakdown of the business relationship with the Landlord in July 2025, there was no mention of outstanding rent arrears, or a balance being owed.
8. The Landlord testified that he knew the Tenant as a real estate agent, and she told the Landlord there were problems at her current residence. The Landlord's evidence is that the Tenant was looking for a room and he told the Tenant he typically does not rent the property to single individuals, preferring to rent to families.
9. The Landlord further testified that the Tenant proposed occupying one room in the house and renting out the other rooms. The Landlord told the Tenant their rent will be \$800.00 and based on the parties' discussions the Landlord believed that the Tenant would rent out the other rooms for a total rental income of \$2,800.00 (including the Tenant's rent).
10. Despite the Landlord's testimony about the rent arrangement, the Landlord also testified that, "[The Tenant] said that she's not in a position to pay \$800.00 and will only stay two months and move out.", "She rents the apartment and the rooms. She just gave \$350.00. She has repeatedly said she cannot pay the \$800.00.", and "Out of compassion I only got her \$350.00 from her."
11. Further, text messages between the parties show that when the Tenant sends payments for their rent the Landlord often replies with an "emoji" depicting a "thumbs up" or clapping.
12. Section 202 of the Act provides:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

13. I accept the Tenant's testimony that the rent was \$350.00 per month and the Landlord's evidence does not persuade me to a different finding. At no time during the parties' text exchanges does the Landlord dispute the amount of rent being paid by the Tenant or assert that any balance is owed despite many of the rent payments being \$350.00.
14. Despite any initial discussions between the parties, the Landlord acknowledged in their testimony that the Tenant advised him that she could not afford \$800.00 in rent and the Landlord accepted \$350.00 per month. Only after the parties' business relationship terminated did the Landlord assert there was balance owed for rent arrears.
15. Based on the evidence before me I am satisfied, on a balance of probabilities, that the lawful monthly rent for the rental unit was \$350.00 per month.

Arrears Calculations

16. The Tenant has not made any payments since the application was filed. The Tenant disputed the arrears on the basis of the amount of the lawful monthly rent but did not submit evidence to dispute any balance that may be owed.
17. The Landlord's L1 application claims arrears of rent for the period from March 1, 2024 up to and including July 31, 2025 in the amount of \$13,600.00, at a rate of \$800.00 per month. The L1 application reflects payments by the Tenant of \$4,905.00.
18. Based on the determination that the lawful monthly rent is \$350.00, the total arrears for the period between March 1, 2024 to July 31, 2025, is \$5,950.00 (17 x \$350.00).
19. The Landlord is also entitled to rent for the period from August 1, 2025 up to the date the Tenant vacated on August 20, 2025. This is calculated as $\$350.00 \times 12 / 365$ for a daily rate of \$11.51. The rent owing for 20 days in August 2025 is \$230.14.
20. The total rent payable between March 1, 2024, and August 20, 2025, is \$6,180.14. The Landlord's Application reflects payments made by the Tenant in the amount of \$4905.00 which is deducted from the rent for this period.
21. The total arrears outstanding to the date the Tenant vacated the rental unit on August 20, 2025, is \$1,275.14.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 20, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,461.14. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

Kyle McGraw

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$1,275.14
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$1,461.14