



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-106851-25

In the matter of: 6983 DUNNVIEW CRT
MISSISSAUGA ON L5N7E4

Between: Saroj Paliwal Landlord

And

Trisha Rich Tenants
DayShawn Kelsie - Comeau

Saroj Paliwal (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Mullings and DayShawn Kelsie - Comeau (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant;
- the Tenants have been persistently late in paying the Tenants' rent.

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 3, 2026.

The Landlord, the Landlord's legal representative, Samandeep Singh attended the hearing. Trisha Rich and Tianna Ryckman, attended the hearing on behalf of the Tenants.

The Tenants spoke to tenant duty counsel before the hearing.

Preliminary Issues:

The Tenants:

1. The first issue to be determined is who are the Tenants.

2. Section 2 of the *Residential Tenancies Act*, 2006 (the 'Act') defines “tenancy agreement” as a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit. Section 2 further defines a tenant as “including a person who pays rent in return for the right to occupy a rental unit”.
3. The Landlord filed the application against Anthony Mullings (“AM”) and DayShawn Kelsie (“DK”).
4. The Landlord entered into a one-year lease agreement with AM and DK starting October 1, 2024 and ending September 30, 2025.
5. It was not disputed that AM moved out of the rental unit due to a domestic dispute in September or October 2025.
6. After AM moved out, Trisha Rich (“TR”), an Occupant of the rental unit at the time, informed the Landlord that AM had moved out and that she was going to take over the payment of rent.
7. In an email dated October 11, 2025, the Landlord acknowledged that AM vacated the rental unit and agreed that TR would be responsible for paying the full rent going forward. The email also refers to past arrears, and an unpaid water bill. TR acknowledged responsibility for the outstanding funds which resulted from AM’s failure to pay to the Landlord.
8. Based on the evidence before me, and section 2 of the Act, I find that TR is a Tenant. Despite the fact that TR is not listed in the written lease agreement as a Tenant, she and the Landlord agreed that TR would be responsible for the full rent, and she has been paying the rent in return for the right to occupy the rental unit. As such, I find that her tenancy is an implied tenancy.
9. The application and LTB record shall be amended to include TR as a respondent Tenant.
10. AM is not in possession of the rental unit, in fact he was not in possession of the rental unit when the application was filed, or even when the notices of termination were served. As such, he will be removed from the application as a respondent Tenant.
11. At issue was also the status of Tianna Ryckman. She was listed on the rental application as an Occupant; however, on the standard lease form, she was listed as a Tenant. She did not sign the standard lease. The evidence showed that the rental agreement has a separate line to list Occupants, whereas the standard lease form submitted had no separate lines for Occupants; therefore, her name was put on the line for Tenants. There was no evidence before me that the parties intended that she be a Tenant or that she paid rent directly to the Landlord for the right to occupy the rental unit.
12. Based on the evidence before me, I find that it is more likely than not that Tianna Ryckman is an Occupant of the rental unit.
13. Tianna Ryckman attended the hearing on behalf of the Tenant DayShawn Kelsie, who authorized her to represent him at the hearing.

Determinations:

14. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. A conditional order will be issued.
15. The Tenants were in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

16. On November 20, 2025, the Landlord gave the Tenants an N5 notice of termination. The notice of termination contains the following allegations: The Tenants failed to pay the water bill in the amount of \$2,673.43.
17. The Tenants did not pay the water bill within seven days after receiving the N5 notice of termination. Therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
18. The Tenants did not dispute that they owed the Landlord \$2,673.43 for the water bill.
19. Based on the evidence before me, I find that the Tenants failed to pay water costs that they were required to pay under the terms of the tenancy agreement.
20. The Landlord has incurred reasonable out-of-pocket expenses of \$2,673.43 as a result of the Tenants' failure to pay water costs.

N8 Notice of Termination

21. On November 13, 2025, the Landlord gave the Tenants an N8 notice of termination. The termination date on the N8 notice of termination is January 31, 2026. This is the last day of the rental period. The notice of termination contains the following allegations:

The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 12 times in the past 12 months.

22. The Tenants, in essence, did not dispute the late payments. They were not aware, however, that the rent was paid late as they gave their portion of the to AM, who in turn was supposed to pay the rent to the Landlord, but he did not do so in a timely fashion.
23. Based on the evidence before me, I find that the Tenants have persistently failed to pay the rent on the date it was due.

Relief from eviction:

24. The Landlord requested termination of the tenancy and payment of the water bill.

25. The Landlord submitted that the Tenants' conduct was causing her significant financial and emotional hardship. The Landlord is a single mother and the stress of dealing with the Tenants is immense.
26. At the hearing, the Landlord also attempted to raise other issues, but was informed that she had to file a separate application should she wish to pursue other allegations.
27. The Tenants requested a conditional order. TR submitted that she was in a position to pay the rent on time, and to pay off the water bill in \$400.00 instalments until the bill was paid off, and to pay the bills as they come due.
28. I have considered all of the disclosed circumstances of the Landlord and the Tenants in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. Eviction is a remedy of last resort. If the Tenants comply with the order below, as they undertook, the prejudice to the Landlord is minimal.

It is ordered that:

1. The application and the LTB record shall be amended to remove Anthony Mullings as a respondent Tenant and include Trisha Rich as a respondent Tenant.
2. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
3. The Tenants shall pay the monthly rent to the Landlord in full and on time as it comes due on or before the 1st day of each and every month, starting March 1, 2026 until and including February 1, 2027. The rent for March 2026 shall be considered to have been paid on time, if it is paid by March 13, 2026.
4. The Tenants shall also pay the Landlord \$2,673.43, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs as follows:

On or before March 20, 2026	\$400.00
On or before April 20, 2026	\$400.00
On or before May 20, 2026	\$400.00
On or before June 20, 2026	\$400.00
On or before July 20, 2026	\$400.00
On or before August 20, 2026	\$400.00
On or before September 20, 2026	\$273.43

5. If the Tenants fail to comply with the conditions set out in paragraph 3 and/or 4 of this order, the Landlord may apply under section 78 the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
6. The Tenants shall also to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Jana Rozehnal
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.