



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-091207-25

In the matter of: Basement, 39 GREENOCK AVE
SCARBOROUGH ON M1G2Z7

Between: Ashanth Sivakumar Landlord

And

Kelvin Oghenekevwe Palama
Adebowale Ogunwuyi Tenant
Otuekong Idongesit Ebose

Ashanth Sivakumar (the 'Landlord') applied for an order to terminate the tenancy and evict Kelvin Oghenekevwe Palama, Adebowale Ogunwuyi and Otuekong Idongesit Ebose (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

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

Ashanth Sivakumar (the 'Landlord') also applied for an order requiring Kelvin Oghenekevwe Palama, Adebowale Ogunwuyi and Otuekong Idongesit Ebose (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the 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 January 20, 2026.

The Landlord Ashanth Sivakumar, Landlord's Legal Representative Carmen Dawdy, Tenant Kelvin Oghenekevwe Palama, and the Tenant Otuekong Idongesit Ebose attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for the claim for compensation in the application.

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 November 13, 2025.
4. On October 15, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant failed to pay utility costs they were required to pay under the terms of the tenancy agreement.
5. The Tenant failed to pay the utility costs that they were required to pay under the terms of the tenancy agreement.
6. The Landlord submitted evidence that the Tenants were responsible under the tenancy agreement for paying certain utilities associated with the rental unit, including gas, electricity and internet services. The Landlord's evidence was that the total unpaid utilities for the period ending October 2025 was \$1,425.40.
7. The Tenants argued that they should not be jointly responsible for these amounts because they did not consider themselves to be joint tenants and some of them moved out previously. However, the written lease agreement entered into evidence clearly establishes that the Tenants entered into a joint tenancy for the rental unit. The Landlord's uncontested evidence was that the Tenants rented the unit together and paid the rent collectively.
8. At the hearing, the Tenants were asked whether they had any documentary evidence showing that the joint tenancy had been terminated, severed, or converted to individual tenancies. No such evidence was provided. I therefore find that the Tenants remained jointly responsible for the obligations under the tenancy agreement, including the requirement to pay utilities.
9. The Tenants also asserted that some occupants moved out earlier than November 2025. However, there was no evidence before me that the Landlord agreed to release any Tenant from the joint tenancy or from liability for the utilities. I therefore find that the Tenants remained jointly liable for the unpaid utility costs claimed by the Landlord.
10. Accordingly, on the basis of the evidence before the Board, I am satisfied on a balance of probabilities that the Tenants failed to pay the utility costs they were required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses totaling \$1,425.40 as a result.
11. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$52.11 is owing to the Tenant for the period from January 1, 2025, to November 13, 2025.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of November 13, 2025.
2. The Tenant shall pay to the Landlord \$1,425.40, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$2,452.11 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$840.71.
6. If the Landlord does not pay the Tenant the full amount owing on or before March 23, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 24, 2026, at 4.00% annually on the balance outstanding.

March 12, 2026

Date Issued

Kyle Anderson

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.