



Order under Section 69 Residential Tenancies Act, 2006

Citation: Alam v Aneil, 2026 ONLTB 34702

Date: 2026-04-30

File Number: LTB-L-004718-26

In the matter of: 37 EPPS CRESCENT
AJAX ON L1Z1G2

Between: Tahir Alam Landlord

And

Karimi Aneil Tenant

Tahir Alam (the 'Landlord') applied for an order to terminate the tenancy and evict Karimi Aneil (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Who is the Landlord

1. At the commencement of the hearing the Tenant asserted that the Landlord's name on the application was not the proper Landlord.
2. The Tenant testified that the Landlord is Shah Hussein and that he pays this individual rent every month via e-transfer.
3. The Landlord claims that Shah Hussein is a relative who resides in the upper unit of the residential complex and that the Tenant does make his rental payments to Shah Hussein on behalf of the Landlord, but that the Lease agreement has Tahir Alam listed as the Landlord and that he along with Kiran Shahzadi own the residential complex.
4. Both the Landlord and Tenant produced copies of varying lease agreements. The Landlord's Lease agreement however referred to a different rental property and had himself named as the Landlord. The Tenant's lease agreement has the proper rental address, but named Shah Hussein as the Landlord at the top of the Lease agreement and signature line. Peculiarly the name Shah Hussein is in a different font from the rest of the

lease agreement. It is unclear to me if either of the lease agreements produced are the proper lease agreements for the rental property.

5. The Act defines a Landlord as including:

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent

6. Based on the testimony of the Landlord and documentation provided by him confirming ownership, I am satisfied that Tahir Alam is an owner of the residential complex and a such a Landlord by definition under the Act.

Preliminary Issue: Validity of N4 Notice of Termination

7. During the testimony of the parties it became apparent that the Tenant resides in the basement unit at 37 Epps Crescent, Ajax Ontario.

8. The Landlord's N4 notice of termination to terminate the tenancy does not comply with subsection 43(1)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The notice does not identify the rental unit for which the notice is given. Rather, the notice only identifies the street address of the residential complex being 37 Epps Crescent, Ajax Ontario.

9. Failing to identify the rental unit renders the notice of termination invalid.

10. The Landlord advised that he wished to proceed with arrears only and sought an amendment to the L1 application to a L9 application. The Tenant did not oppose such a request or allege any prejudice, the amendment was granted

L9 Application

11. As of the hearing date, the Tenant was still in possession of the rental unit.

12. The lawful rent is \$1,375.00. It is due on the 1st day of each month.

13. The Tenant has not made any payments since the application was filed.

14. The Landlord asserts that the rent arrears owing to April 30, 2026 are \$5,500.00.

15. The Tenant disputes the arrears owing. He claims that he had made payments via cash to the Landlord and that he had receipts for these payments. The matter was held down at

the Tenant's request to give the Tenant and opportunity to provide copies of the rent receipts.

16. After resuming the matter the Tenant had failed to provided any rent receipts. He now claimed to be at his sisters and did not have the receipts on hand to provide to the Board.
17. I find the Tenants testimony to be inconsistent at this hearing. Initially the Tenant stated he always pays his rent via e-transfer to Shah Hussein, then later he changed his testimony stating that he recently started to make payments via cash. The Tenant then sought to have an opportunity to produce receipts of the rental payments he had made and the matter was held down to provide him an opportunity to do so. Upon resuming the matter the Tenant now advised the Board that he was at his sisters and unable to provide copies of any receipts.
18. Without positive evidence, it is very difficult to establish a negative claim. Thus, in order for the Tenants' claim to be successful, they must provide some positive proof of the disputed payment, which, I find, they did not do.
19. I find that, on a balance of probabilities, it is more likely than not that the Tenant did not make the payments he testified to making, and the arrears owing to April 30, 2026 are \$5,500.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,686.00. This amount includes rental arrears owing up to April 30, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026 at 4.00% annually on the balance outstanding.

April 30, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

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