



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005755-26

In the matter of: 64 POPPY BLOOM AVE
BRAMPTON ON L6R1R9

Between: Ratnaraj Ragu Landlord
Baminithevi Ragu

And

Sharmin Salim Lalani Tenant

Ratnaraj Ragu and Baminithevi Ragu (the 'Landlord') applied for an order to terminate the tenancy and evict Sharmin Salim Lalani (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 April 15, 2026.

The Landlord and the Tenant attended the hearing. The Landlord's Legal Representative Marshall Yarmus and the Tenant's Legal Representative Brittney-Rose Ward also attended.

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

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy, therefore the Application is dismissed.
2. At the hearing the Tenant's Legal Representative indicated that the Tenant Sharmin Salim Lalani was the only Tenant named on the N12 and the L2 Application. However, she claimed there are 6 Tenants in total on the lease agreement between the parties, and the N12 therefore fails to name all the Tenants and is defective.

The lease agreements

3. Two lease agreement were accepted as evidence which had not been disclosed by the parties in accordance with the Board's rules. However, given that the two-lease agreement are highly probative with respect to determining who is a Tenant, and by extension the validity of the N12, I elected to accept and consider them.
4. The Tenant's Legal Representative relied on a lease agreement from 2023 containing the signatures of six Tenants and the Landlord's Legal Representative relied on a lease agreement from 2016 which was only signed by the Tenant Sharmin Salim Lalani.
5. The Landlord's Legal Representative indicated that the lease agreement that he had originally received from the Tenant's Legal Representative in the Tenant's disclosure contained only the signature of the Tenant Sharmin Salim Lalani. He indicated that he was not aware of any other versions of the lease agreement. He also indicated that because only one Tenant had signed, they were the only Tenant, and the Landlord had served a valid N12.
6. As the lease agreement with six signatures had not been provided to the Landlord's Legal Representative prior to the proceeding the matter was stood down so that the Landlord's Legal Representative could speak with the Landlord and renew the new lease before making a fulsome response.
7. When the Landlord's Legal Representative returned, he indicated that his client had shown him a copy of a 2016 lease which had not been disclosed which only had the initial of one Tenant on it. The Landlord's Legal Representative indicate that the original tenancy started in 2016 and in 2023 the parties signed a new lease agreement.
8. The first lease dates from 2016 and is only signed by the Tenant Sharmin Salim Lalani. However, there are two versions of the lease from 2023. One is signed by six Tenant's, and the other only by the Tenant Sharmin Salim Lalani. The Landlord signed this lease on August 31, 2023, and the signatures of the Tenant's range from August 31, 2023 (three signatures) to September 9, 2023 on the copy signed by six Tenants.
9. The Landlord Ratnaraj Ragu testified that the Tenant moved in on October 7, 2016 and at that time only Sharmin Salim Lalani signed the lease agreement.
10. He testified that he was shocked when he saw lease agreement with six signatures. He testified that the version of the lease he received only contained one signature and not six.
11. He explained that there were 6 Tenants listed on the lease from 2023 but only one signed. He testified that apparently the Tenant Sharmin Salim Lalani was collecting benefits and asked him to add a bunch of names to the lease, because she wanted to collect money. He testified that he did not know how that works. He testified that he put all of the names on the lease but told the Tenant Sharmin Salim Lalani that he only required one signature.
12. He testified that he met with the Tenant to obtain her signature and gave her a copy of the lease. He testified that he believed her daughter was also present at this meeting but did not sign the lease.

13. He clarified that he agreed to add the additional names to the lease but said he just need one signature.
14. The Landlord Baminathi Ragu testified that they received help from their daughter in drafting the lease and indicated that there were six persons listed as Tenant's because they included everyone who was living there at the time, and confirmed that they agreed to rent to six Tenants.
15. At the hearing the Landlord's Legal Representative also questioned the authenticity of the lease agreement with six signatures on the basis that the only lease agreement provided in the April 7, 2026, Tenant's disclosure package only contained one Tenant signature.
16. The Landlord's Legal Representative also indicated that there was a previous N12 and certificate of service included in the Tenant's evidence which he had prepared which were which were not accurate depictions of the documents that he had produced and indicted that he had uploaded the accurate documents to the portal.
17. The Landlord's Legal Representative indicated that the N12 in the Tenant's document brief had his electronic signature, but the Landlord's name and had a signature date of May 12, 2025, and a termination date of August 9, 2025. The Landlord's Legal Representative directed me to an N12 with a termination date of December 31, 2025 with his information and signature and indicated that he had not been retained by May 12, 2025 N12, the date of his signature on the N12 contained in the Tenant's evidence package.
18. Therefore, he submitted that the authenticity of all the documents submitted by the Tenant should be called into question.

Analysis

19. Based on the evidence of the parties I find that the N12 is invalid as it fails to name all the Tenants.
20. While the Tenant's Legal Representative has called into question the authenticity of the lease agreement with six signatures, I note that even if I were to accept that this document is not authentic or doctored in some way, it was the Landlord Ratnaraj Ragu's own testimony that he added six names to the 2023 lease at the request of the Tenant. While he may have indicated to the Tenant that he required only one signature, this does not prevent all of the named Tenant's from signing the lease agreement, and I find that adding all six Tenant's to the lease expressly as Tenants indicates an intention to form a lease agreement where all six are Tenants. Additionally, the Landlord Baminathi Ragu confirmed in their testimony that they agreed to rent to all six Tenants.
21. Therefore, I find that even if the lease agreement relied on by the Tenant is in some was inauthentic, based on the Landlord's own testimony it was the intention of the parties to enter into a lease agreement between the Landlords and the six named Tenant's on the 2023 lease agreement.
22. I find it is likely that some Tenant's signed the lease agreement on the same day as the Landlord, and some signed at a later date, based on the dates of the signatures on the lease agreement signed by six Tenants. I do not find that this invalidates the lease

agreement, or the intention of the parties to enter into a lease agreement with all six Tenants.

23. Therefore, as the N12 fails to name all Tenant's it is invalid, and the Landlord's application shall be dismissed.

The Compensation

24. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. As the Landlord's Application is being dismissed the Tenant shall be ordered to repay this compensation.

It is ordered that:

1. The Landlord's Application is dismissed.
2. The Tenant shall pay to the Landlord \$2000.00 which represents the return of the compensation paid as part of the N12 Notice of Termination.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Reid Jackson
Member, Landlord and Tenant Board

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