



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Corbett v Ramisetty, 2026 ONLTB 43668

**Date:** 2026-06-05

**File Number:** LTB-L-059090-25

**In the matter of:** UNIT 2, 379 HILL ST S  
THUNDER BAY ON P7B3W2

**Between:** Jonathan Corbett  
Elyssa Corbett  
Landlords

**And**

Bala Ramisetty  
Tenant

Jonathan Corbett and Elyssa Corbett (the 'Landlords') applied for an order to terminate the tenancy and evict Bala Ramisetty ('BR') (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 24, 2026. The Landlords, the Tenant, MD Fahomid Hassan, and Mashuk Ahmed attended the hearing.

The application was amended to remove MD Fahomid Hassan ('MDH'), Mashuk Ahmed ('MA') as named tenants in the application. This order reflects that change.

### **Determinations:**

#### Preliminary Issue: Parties to the Application

1. BH initially moved into the rental unit prior to MDH and MA. However, the parties negotiated a new tenancy and signed a tenancy agreement commencing Sept 1, 2024, the tenancy agreement names BR, MDH, MA as joint tenants<sup>1</sup>. However, BR had the responsibility of collecting the rents from the other two tenants and forwarding the total rent payment to the Landlords.
2. There was a breakdown in the relationship between the Tenants and MDH and MA gave the Landlord an N11 and moved out of the rental unit April 30, 2025, BR testified that the N11's were given without their consent or approval. BR did not wish to move out and elected to remain in the rental unit. Although the N11's may not have been given with all parties' consent, there definitely was an intention for BR's interest in the tenancy to

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<sup>1</sup> DOC-7829433

continue. BR communicated to all parties that he had no intention on vacating the rental unit. MDH and MA used 'their portion' of the last months rent the Landlords were holding as a deposit, for their last month of the tenancy- BR has since topped up the majority of the difference and has had other people move into the rental unit.

3. As all of the arrears of rent stem from after MDH and MA moved out of the rental unit- I removed them from the application.

Landlord's Application:

4. The Landlords 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,791.13. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$58.89. This amount is calculated as follows: \$1,791.13 x 12, divided by 365 days.
8. The parties agree that the rent arrears owing to April 30, 2026 are \$9,408.39
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**Section 82 Issues:**

10. On an application such as this, section 82 allows a tenant to raise any issue that would otherwise be the subject matter of their own application provided that the Tenant complies with the Act and the LTB's *Rules of Procedure*. The Tenant did comply with the requirements and so they were permitted to raise their concerns. However, those concerns were limited to their written submissions contained in DOC-6706590.

*Harassment and Discrimination by Co-Tenants*

11. The Tenant says that there was on-going harassment with the other co-tenants relative to accusations of the Tenant cooking certain meats that are not in line with religious values as a result of this dispute the Landlords issued the Tenant (and the co-tenants at the time) an N5 notice of termination that the Tenant says amounted to harassment and substantially interfered with their reasonable enjoyment. For the following reasons, the Tenants claim is dismissed.
12. Although the Act does not define harassment, it is generally understood to be a course of conduct that one would consider to be most unwelcomed. Section 22 of the Act says:

**22** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the

residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

13. I do not find that the Landlords engaged in a course of conduct here that would amount to harassment nor the service of the N5 notice of termination amount to substantial interference. The Landlords served all the tenants with an N5 which came after the Tenants were all complaining about the behaviour of one another and so they issued it as a method of responding collectively to the Tenant's complaints. Nothing in the notice was unreasonable and so this claim is dismissed.

*Wi-Fi:*

14. The Tenant had set up their own wi-fi account for the rental unit with the intention that it would be split among the other co-tenants. There was a disagreement, and the other co-tenants chose not to continue with the Tenant. The Tenant was asked by the Landlords to provide login credentials to the wi-fi connection, which the Tenant denied. After that he says that the Landlords started treating him different and their relationship changed. The Tenant also requested for some form of mediation which the Landlords elected not to pursue.
15. The Tenant supplied the text message exchange with respect to this dispute. It was a genuine disagreement between the parties- however, the communication remained cordial<sup>2</sup>. The Landlords set up a wi-fi connection that was offered to all parties involved- the other two co-tenants decided to go with the Landlords' plan. BR elected not to change and maintained his own internet connection. The Tenant has failed to demonstrate that this disagreement amounts to substantial interference or that the Landlord engaged in differential treatment that amounts to substantial interference. Therefore, this claim is dismissed.

*Removing Door:*

16. There is no dispute that as a temporary measure the Landlord erected a small door for some privacy at the request of the Tenant. This was prior to the other two co-tenants moving in. When MDH and MA moved out, BR moved into one of the two already existing bedrooms and the Landlords removed the makeshift temporary measure. As of the date of the hearing, the Tenant was still residing in one of the other bedrooms and had set of a living room where the temporary doorway was installed. The Landlord placed the unit back to the condition it was in at the inception of the tenancy and was completed with the Tenant's knowledge and some communication, which the Tenant did not object to<sup>3</sup>. The Tenant has not demonstrated how this substantially interferes with their reasonable enjoyment. Therefore, this claim is dismissed.

*July 11, 2025:*

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<sup>2</sup> DOC-6839233 (pg. 10-13)

<sup>3</sup> Ibid-Page 50

17. There is no dispute that on July 11, 2025, the Tenant and one of the two Landlord's ('JC') had an argument. The Tenant says that the male Landlord attended the rental unit, yelled at him, and threatened to shut the water off.
18. JC did not deny the encounter. He testified that he was at the residential complex doing maintenance work on other units, he had not heard from the Tenant in approximately 2 months and was also owed rent for that time. He knocked on the door, which opened, he could hear what sounded like a video playing on YouTube and yelled "Bala, are you home, are you there?" BR came to the door.
19. JC does not deny that an argument happened. He said that he was frustrated as he was owed money and he made comments to the Tenant regarding "living in the rental unit for free" and he threatened to shut the water off as that was a utility included in the rent, and since the Tenant was not paying their rent, he should not receive the benefits included in it (the water). The Landlord never actually disconnected the water or acted on the threat of disconnecting the water. The Landlord says the altercation was approximately 5 or 10 minutes.
20. There is nothing inherently wrong with a landlord completing a one-time wellness check; where I find the encounter amounted to substantial interference with the Tenant's reasonable enjoyment was when it became an argument, making comments about living somewhere rent free, and threatening to disconnect the water.
21. The Tenant says that as a result of this encounter, they had a panic attack that rendered him unconscious. Also, due to the panic attacks, the Tenant says he missed a flight on the 12<sup>th</sup> and then again on the 15<sup>th</sup>. He testified that his sister rebooked the flight for him and on the 18<sup>th</sup> and 19<sup>th</sup> the Tenant took a bus home from Toronto.
22. It is not overly clear what the Tenant seeks as a remedy with respect to this issue. Noted on their section 82 form, there is mention of compensation in the amounts of \$4,000.00, \$3,500.00, and \$3,000.00, none of which I find are reasonable amounts given the disruption to the Tenant's reasonable enjoyment. On page 53 of DOC-6839233, the Tenant shows a text thread informing the Landlord that he missed his flights and demanding that the Landlord cover those costs, however, the Tenant did not supply those receipts to the Board.
23. The Tenant has shown no causal connection between the event that occurred in July and the panic attacks. The Tenant provided two letters dated January 2025 (predating July) which appear to be letter from a counselor or social worker. If the Tenant was seeking to be compensated for those costs it would have been reasonable and logical to supply them as proof of payment. However, I find a rent abatement in the amount of \$500.00 to be fair in the circumstance. This recognizes the minor breach of the Act and the impact on the Tenant. An order for this amount shall issue.

*October 30, 2025:*

24. The Tenant alleges that on October 30, 2025, the Landlord shouted "OYE" at him as he was entering his unit which caused him to have a panic attack. The Landlords (JC) testified that he was completing renovation work at the residential complex and while he was

getting materials or batteries for the power tools he yelled "OYE" at the Tenant in a manner to greet him or say hello. He did not threaten the Tenant.

25. Based on the reasonableness of the Landlord's explanation, the Tenant has not demonstrated that this amounts to substantial interference. It is very likely that JC intended to say hello and the Tenant mistook that as the Landlord yelling. However, I do not find that it can be characterized as substantial interference. Therefore, this claim is dismissed.
26. The Landlords collected a rent deposit of \$1,155.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
27. Interest on the rent deposit, in the amount of \$28.88 is owing to the Tenant for the period from May 1, 2025, to April 24, 2026.

*Relief from Eviction:*

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
29. As of the date of the hearing, the Tenant was not working and requested until June 30, 2026, to find alternative accommodations. The Landlords testified that this is not a mortgage free property, and the arrears are causing them financial prejudice with difficulty supporting their own expenses and young children.
30. The Tenant has resided in the rental unit since 2020 (although with different tenants). Given the timing of the order, the standard time would be June 16, 2026, and so the delay that the Tenant seeks is short and I do not see that it would severely prejudice the Landlords and so an order to June 30, 2026, shall issue.

**It is ordered that:**

1. The Landlords shall pay to the Tenant \$500.00 which represents a rent abatement. The amount has been deducted from the balance the Tenant owes.
2. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$12,676.65 (less any payments made by the Tenant) if the payment is made on or before June 30, 2026. This amount includes the \$500.00 rent abatement ordered to the Tenant.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$7,532.74. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords owe on the rent deposit and the \$500.00 for the rent abatement that the Landlords owe are deducted from the amount owing by the Tenant.
7. The Tenant shall also pay the Landlords compensation of \$58.89 per day for the use of the unit starting April 25, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlords 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.
9. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 1, 2026.

**June 5, 2026**  
**Date Issued**

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Curtis Begg  
Member, Landlords 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 17, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.