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Persaud v Ghasempor, 2025 ONLTB 31856

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2025 ONLTB 31856 (CanLII)

Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Persaud v Ghasempor, 2025 ONLTB 31856
Date: 2025-04-25 **File Number:** LTB-L-087900-24-RV

In the matter of: BASEMENT, 65 CHARLES BROWN ROAD MARKHAM ON L3S4V3

Between: Jasodra Persaud — Landlord

And

Ali Ghasempor — Tenant

REVIEW ORDER

Jasodra Persaud (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Ghasempor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-087900-24 issued on February 14, 2025.

On February 21, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 24, 2025 interim order LTB-L-087900-24-RV-IN was issued, staying the order issued on February 14, 2025

This request to review was heard in by videoconference on April 16, 2025.

The Landlord, the Landlord’s Legal Representative, Michael Jing, and the Tenant attended the hearing. The Tenant declined the opportunity to consult with Tenant Duty Counsel prior to the hearing.

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied there is a serious error in the order or that a serious error occurred in the proceedings. Further, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.

Not reasonably able to participate

2. In the Tenant's request to review, the Tenant alleges they were not reasonably able to participate in the proceeding because the Landlord did not provide them with the Notice of Hearing. The Tenant indicates the Landlord took a video of her representative sliding two envelopes under the door of the rental addressed to him from the LTB but alleges the video is fabricated as it does not show the Landlord opening the unit door and taking the envelopes from the staircase.

3. The Tenant testified he did not receive the Notice of Hearing from the LTB nor did he receive the two envelopes the Landlord's representative allegedly put under the door of his rental unit. He testified the Landlord usually provides him with his mail as his unit is located in the basement of the house and the Landlord lives on the main floor. He testified he was unaware of the hearing on February 4, 2025.

4. The Tenant submitted text messages[1] between himself and the Landlord's representative as evidence. The Tenant admitted the text messages are undated but reveal that the Landlord's representative mislead him as to the date the hearing was scheduled. He testified the Landlord's representative sent the text message on February 4, 2025 at 11:22 a.m. informing him the hearing was taking place the next day.

5. The Landlord's representative submitted a video[2], dated November 14, 2024, as evidence. In this video, the Landlord's representative is seen putting two envelopes, addressed to the Tenant from the LTB, under the door of the rental unit. The Landlord's representative also submitted he sent the text message to the Tenant on February 3, 2025 as a reminder of the hearing as it was his understanding the Tenant received the Notice of Hearing from the LTB and the Landlord.

6. I have reviewed the Board's file. The Notice of Hearing was mailed to the Tenant on October 30, 2024 and was not returned as undeliverable. In the order issued on February 24, 2025, the Member wrote:

> The Landlord's Legal Representative Michael Jing and the Landlord attended the hearing. The Tenant signed into the hearing block and informed the Moderator that he did not receive a Notice of Hearing, he was at work, and he could not attend. He declined to wait to make a request to adjourn and hung up.

[1] Tenant's evidence – DOC-4990676, DOC-4990736, DOC-4990750

[2] Landlord's evidence – DOC5366210

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7. Based on the evidence and submissions of the parties, I do not find the Tenant's testimony with respect to receiving the text from the Landlord's representative the day of the hearing credible nor do I find the Tenant's evidence that the Landlord removed the envelopes from the staircase immediately after delivering them plausible. In my view, the Landlord and the Landlord's representative took necessary steps to ensure the Tenant was aware of the hearing and would be present. Additionally, there were contradictions and unfounded statements in the Tenant's evidence that lead me to doubt its truthfulness. Moreover, the Tenant did attend the hearing and declined to speak to the Member to request that the hearing be adjourned.

8. As a result of the contradictions and statements in the Tenant's testimony, I attach little weight to his evidence that he did not receive the Notice of Hearing for the February 4, 2025 hearing. Therefore, I am not satisfied on a balance of probabilities that the Tenant was not reasonable able to participate in the February 4, 2025 hearing.

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Serious error in the order

9. In the Tenant's request to review the order, the Tenant alleges the rent amount claimed in the N4 notice of termination ('N4 Notice') is incorrect and that the monthly rent is due on the 5th of each month.

10. In his testimony, the Tenant stated there is no tenancy agreement but he and the Landlord had agreed that the monthly rent of $1,600.00 was based on two people living in the unit. The Tenant stated he and his girlfriend intended to live in the rental unit however their plans changed and only the Tenant moved in. He stated he approached the Landlord requesting that since only he would be occupying the unit, the unit was illegal, and mold was present in the unit, the monthly rent be reduced to $1,200.00. He conceded the Landlord did not agree with his proposal. Additionally, he stated although he moved into the rental unit on July 1, 2024, it was agreed that the monthly rent would be paid on the 5th of each month.

11. In her testimony, the Landlord stated the Tenant paid her $1,600.00 when he moved into the unit and advised her he would be vacating on August 5, 2024. She stated she never had a conversation with the Tenant about reducing the monthly rent as it has always been $1,600.00.

12. The Landlord testified that sometime later in July, the Tenant suggested to her that he would vacate the rental unit on August 5, 2024 if she would return $1,600.00 to him and pay him $800.00 for a moving truck. Although she initially agreed to the arrangement, the Tenant did not move out. She testified that on March 14, 2025, the Tenant again suggested she give him money to move out but she refused. She added, the Tenant has not paid any rent since he moved into the rental unit in July 2024 and the arrears are currently over $14,000.00.

13. Based on the evidence and submissions before me, I am not satisfied that there is a serious error in the order or a serious error occurred in the proceeding. The evidence shows the

monthly rent is $1,600.00 and is due on the 1st of each month as set out in the N4 Notice. I find the Tenant's evidence was insufficient to establish the monthly rent was $1,200.00 nor does it establish the rent was due on the 5th of the month.

14. Based on the foregoing, the Tenant's request to review is denied.

Lifting of the stay

15. As I am satisfied that the Tenant's request to review must be denied, the only remaining issue before the Board is when to lift the stay.
16. The Tenant requested that the lifting of the stay be postponed for 30 days as he needs time to find alternative housing.
17. The Landlord opposes a postponement of the lifting of the stay indicating that the Tenant has not paid rent since he moved into the rental unit and the arrears are substantial.
18. I believe it would be extremely prejudicial to the Landlord to postpone the lifting of the stay. Given that the Tenant has not paid the rent since July 2024 and the rent arrears exceed $14,000.00, delaying the lifting of the stay would only increase the amount owing and be unfair to the Landlord.

It is ordered that:

1. The request to review order LTB-L-087900-24 issued on February 14, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 24, 2025 is cancelled. The stay of order LTB-L087900-24 is lifted immediately.

April 25, 2025
Date Issued

_____
Susan Priest
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.

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