



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

Citation: Manickam v Ntumba, 2026 ONLTB 11302

Date: 2026-02-03

File Number: LTB-L-036034-25-RV

In the matter of: 106 JOYCEDALE ST
MARKHAM ON L3S3J2

Between: Ravishankar Manickam Landlord

And

Radjah Bangi Ntumba Tenant

Review Order

Ravishankar Manickam (the 'Landlord') applied for an order to terminate the tenancy and evict Radjah Bangi Ntumba (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-036034-25 issued on November 12, 2025.

On December 10, 2025, Patricia Batekela Bangi requested a review of the order.

The request to review heard by videoconference on January 30, 2026.

The Landlord, the Landlord's representative, Garishan Ravishankar, Patricia Batekela Bangi, and the Tenant attended the hearing.

Determinations:

1. The Landlord's original application named Pamela Batekela Bangi and Patricia Batekela Bangi as respondents to the application in addition to the Tenant.
2. At the initial hearing, it was argued that Pamela Batekela Bangi and Patricia Batekela Bangi were not tenants and that they were not proper respondents to the application. The order determined that Pamela Batekela Bangi was not a proper respondent to the application, but did not address whether Patricia Batekela Bangi was a proper respondent to the application.
3. I find that the order's silence on Patricia Batekela Bangi's status to be a serious error.
4. As a result, I proceeded to hear whether Patricia Batekela Bangi was a tenant and proper respondent to the application.

5. It was uncontested that Patricia Batekela Bangi was not a party to the original tenancy agreement between the Landlord and the Tenant.
6. The Landlord argued that Pamela Batekela Bangi and Patricia Batekela Bangi became tenants at some point during the tenancy.
7. It was uncontested that the Landlord and Pamela Batekela Bangi and Patricia Batekela Bangi contemplated signing a new rental agreement wherein Pamela Batekela Bangi and Patricia Batekela Bangi would become tenants, but this rental agreement was never executed. The fact that a new rental agreement was considered suggests that Pamela Batekela Bangi and Patricia Batekela Bangi were not yet tenants and the fact that the new agreement was never executed suggests that they never actively took the necessary steps to become tenants.
8. The Landlord maintained that the Tenant had vacated the rental unit, but Patricia Batekela Bangi denied this allegation. Although the Landlord reported that payments and dealings regarding the rental unit were with Pamela Batekela Bangi and Patricia Batekela Bangi, I did not find this sufficiently persuasive evidence that the Tenant had vacated the rental unit such that Pamela Batekela Bangi and Patricia Batekela Bangi would have become tenants through unauthorized occupancy (i.e. subsection 104(4)).
9. As a result, I am not satisfied that the Landlord has met the burden of proving that Patricia Batekela Bangi was a tenant and proper respondent to the application.
10. As a result of this determination, I find it appropriate to cancel the order and issue the order below to rectify the error. The dates in the original order are preserved to minimize prejudice to the Landlord.

It is ordered that:

1. The request to review order LTB-L-036034-25 issued on November 12, 2025 is granted. The order is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated as of May 2, 2025, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$12,925.73. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before November 23, 2025, the Tenant will start to owe interest. This will be simple interest calculated from November 24, 2025 at 4.00% annually on the balance outstanding

February 3, 2026
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

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