



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

Citation: Lewis v Foundation Capital Holdings, 2026 ONLTB 14209

Date: 2026-03-31

File Number: LTB-T-006643-24-RV

In the matter of: 2, 975 Barton
Hamilton ON L8L3C8

Between: Arlie Eleanor Lewis Tenant

And

Foundation Capital Holdings Landlord

Review Order

Arlie Eleanor Lewis (the 'Tenant') applied for an order determining that Foundation Capital Holdings (the 'Landlord') collected or retained money illegally.

This application was resolved by order LTB-T-006643-24 issued on January 10, 2025.

On February 10, 2025, the Tenant requested a review of the order.

This request to review was heard by videoconference on March 24, 2026.

Only the Tenant attended the hearing. I was satisfied that the Landlord had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 10:55 AM.

Determinations:

1. I am satisfied that order LTB-T-006643-24 issued on January 10, 2025 contains a serious error.
2. The Tenant testified that in July 2022 she voluntarily paid more than the lawful rent so that she could create a credit on her rental account.
3. The Tenant filed an application on January 26, 2024 to recover the amounts she had overpaid in rent.
4. The order states that the Tenant can only recover amounts the Tenant paid in the one year prior to the date of application relying on subsection 29(2). I find this to be a serious error.
5. It is not unlawful for the Tenant to prepay rent and it is not unlawful for the Landlord to receive prepaid rent. There is no indication the Landlord requested or required the Tenant

to pay the increased amount of rent the Tenant started paying in July 2022. As a result, there was no subsection 29(2) “alleged conduct giving rise to the application” that would trigger a one year limitation period.

6. I find that the prepaid rent became money retained in contravention of the Act under section 135 when the Tenant requested that it be returned, which the Tenant did by filing the application, and the Landlord did not return it.
7. As a result, I cancelled the previous order and proceeded to hear the Tenant’s application.
8. The Tenant paid an extra \$7.06 above the lawful rent from July 2022 up to and including October 2023 for a total of \$112.96 ($\7.06×16 months). The Tenant also paid an extra \$14.87 in January 2024. The Tenant also paid an extra \$21.94 from May 2024 to August 2024 for a total of \$87.76. The total of all overpayments being \$215.59.
9. Although the Tenant paid an application fee for this application, I am not persuaded that the Landlord should be ordered to pay the costs for same since the Tenant paid the excess amounts solely of their own accord and there was no evidence that the Tenant requested return of the overpayment (or that the Landlord refused to return the overpayment) before filing the application.

It is ordered that:

1. The request to review order LTB-T-006643-24 issued on January 10, 2025 is granted. The order is cancelled and replaced with this order.
2. The Landlord shall pay the Tenant \$215.59 by April 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 15, 2026, the Landlord will owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlord does not pay the Tenant the full amount owing by April 15, 2026, the Tenant may recover this amount by deducting it from the rent for May 2026.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 31, 2026
Date Issued

Richard Ferriss
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.