



## **Order under Section 135 Residential Tenancies Act, 2006**

**Citation:** Abuhelaiga v Sivarasa, 2026 ONLTB 30995

**Date:** 2026-04-20

**File Number:** LTB-T-097062-25

**In the matter of:** 95 DAIRY DR  
SCARBOROUGH ON M1L0E9

**Between:** Ibrahim Bileed Abuhelaiga Tenant

**And**

Ravindran Sivarasa Landlord

Ibrahim Bileed Abuhelaiga (the 'Tenant') applied for an order determining that Ravindran Sivarasa (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

The Landlord's legal representative Josh McDougall and the Tenant attended the hearing.

### **Determinations:**

1. The application is amended to correct the spelling of the Tenant's name.
2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
3. In the application filed on October 29, 2025, the Tenant claims that the Landlord gave the Tenant a notice of termination under section 48 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenant the compensation required by the Act.
4. The Tenant does not state the Landlord failed to provide the required compensation. Rather, he did not cash the cheque in the required time frame and it became state dated and refused by the bank.
5. The Tenant said that the check was dated November 1, 2024. He attempted to deposit it around September 2025 and was advised by the bank that the 6-month validity period had expired.
6. The Tenant said that he negotiated a large payment with the Landlord to terminate the tenancy and the Landlord has not honoured their obligations. I note, no documentary evidence was led to support this claim.

7. The Landlord's representative submits that the matter was mutually resolved by Board order LTB-L-097009-24, dated May 2, 2025. This was the hearing for the Landlord's L2/N12 application where the parties resolved the issue with a Dispute Resolution Officer. The parties consented to an order where, amongst other things, the Landlord agreed to waive the rent owing for the month that is immediately before the month that the last month's rent is applied.
8. For clarity, this means that the Tenant was provided with a month free from rent to acknowledge the compensation that the Tenant received but did not cash the cheque in a timely manner.
9. The Tenant confirmed that he did not pay rent for August 2025 and the last month's rent deposit was applied to September 2025, the last month of the tenancy.
10. While the Tenant may believe that the Landlord agreed to pay a higher amount, the Tenant could have declined the terms discussed at the L2 hearing. However, the Tenant entered into the mutual agreement and the Tenant did not request to review the order issued May 2, 2025.
11. Given the above and on a balance of probabilities, I find the Tenant was provided with compensation for the month of August 2025. The Tenant's application is dismissed.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The Tenant's application is dismissed.

**April 20, 2026**  
**Date Issued**

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Dana Wren  
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.