



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

Citation: Alkis v Sam, 2026 ONLTB 31996

Date: 2026-04-20

File Number: LTB-L-086052-25-RV

In the matter of: MAIN FLOOR, 1478 DANFORTH RD
SCARBOROUGH ON M1J1H6

Between: Louis Loizos Alkis Landlord

And

Alyssia Sam Tenant

Review Order

Louis Loizos Alkis (the 'Landlord') applied for an order to terminate the tenancy and evict Alyssia Sam (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-086052-25 issued on February 6, 2026.

On February 17, 2026, 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 18, 2026 interim order LTB-L-086052-25-RV-IN was issued, staying the order issued on February 6, 2026.

This request to review was heard by videoconference on March 11, 2026.

The Landlord, the Landlord's legal representative, Demetrios Maragos ('DM'), the Landlord's support person, Maria Alkis, and the Tenant attended the review hearing.

Determinations:

1. Pursuant to interim order LTB-L-086052-25-RV-IN issued on February 18, 2026, the issue before me on this review request is whether the Member's exercise of discretion under section 83 of the *Residential Tenancies Act, 2006* (the 'Act') was reasonable, and any other issues I deem relevant. In addition to considering whether the Member's exercise of discretion under subsections 81(2) & (3) of the Act was reasonable, I have also considered whether the Tenant raised or attempted to raise the issue of whether the Landlord was in serious breach of the Act for the purposes of subsection 83(3)(a) of the Act, and if so, whether the Tenant was permitted to raise this issue, and/or whether the order contains adequate reasons relative to ss. 83(3)(a) of the Act.
2. The LTB will only grant a request to review if a party was not reasonably able to participate in a hearing, if there was a serious error in the order, or if there was a serious error in the proceeding raising an issue of natural justice. A serious error includes an unreasonable exercise of discretion: *LTB Interpretation Guideline #8: Review of an Order*.
3. A Member's exercise of discretion is entitled to deference. For an exercise of discretion to amount to a serious error, the exercise of deference must have been unreasonable, resulting in an order outside the usual range of remedies or results and where there are no reasons explaining the result. The LTB will not exercise its discretion to review an order on this basis where the result is within the range of reasonable, acceptable outcomes: *LTB Interpretation Guideline #8: Review of an Order*.
4. Before granting an eviction application, the LTB must consider whether it would be unfair in all of the circumstances to postpone eviction, and whether it would be unfair to deny eviction: ss. 83(1) & (2), *Residential Tenancies Act, 2006*; *Cater v. Khakh*, 2020 ONSC 6884 (CanLII), paras 29 & 31-34.
5. The LTB is not required to address every issue raised or argument made by the parties, but where reasons relative to subsections 83(1) & (2) are merely perfunctory, it may amount to a serious error. The LTB must consider the parties' circumstances as set out in subsections 83(1) & (2) of the Act: *Cater v. Khakh*, 2020 ONSC 6884 (CanLII), para 34.
6. I have listened to the hearing recording, and I find that the Member did consider the circumstances raised by the Tenant in the February 6, 2026 order. The Member specifically referred to the Tenant's loss of employment, her motor vehicle accident and the consequential impact on the Tenant's ability to work, and the Tenant's husband's serious medical issues. The Member also considered the Landlord's circumstances, and balancing all of the parties' circumstances, she found that it would be unfair to grant relief from eviction, either in the form of delay or denial: see paragraphs 55-60 of the February 6, 2026 order.
7. This result is within the range of reasonable, acceptable outcomes, and there are cogent reasons in the order explaining the result. Even if I may have decided differently, I cannot find that there is a serious error in the order relative to the Member's exercise of discretion under subsections 83(1) and (2) of the Act.
8. Subsection 83(3)(a) of the Act is not discretionary. It states:

Circumstances where refusal required

(3) Without restricting the generality of subsection (1), the Board **shall** refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement; [emphasis added].

9. At the review hearing, DM said that the Tenant submitted at the original hearing that she had stopped paying the rent because of maintenance issues and talked about ongoing maintenance breaches. DM submitted that the issue of relief from eviction is not about maintenance issues.
10. I agree that tenants are not entitled to unilaterally decide to stop paying rent because of the presence of maintenance issues. If maintenance issues arise and a tenant believes they are entitled to, for example, a rent abatement, then the tenant ought to file a tenant application and request that the LTB order the rent abatement or other appropriate remedy. In the absence of an order of the LTB or a court of competent jurisdiction, or an agreement from the landlord, a tenant is not entitled decide to take a rent abatement.
11. The February 6, 2026 order is silent relative to whether the Landlord was in serious breach of his obligations under the Act or a material term of the tenancy agreement for the purposes of ss. 83(3)(a) of the Act.
12. The issue I must consider is whether the Tenant raised this issue, either explicitly or in substance, and whether the Member was obliged to consider this. If the issue was raised but not considered by the Member, this would amount to a serious error: ss. 83(3)(a), *Residential Tenancies Act*, 2006; *Cater v. Khakh*, 2020 ONSC 6884 (CanLII), para 30.
13. Subsection 83(3)(a) of the Act uses the word "**serious**" to qualify the types of breaches covered. This means that this provision is not engaged simply because a landlord is in breach of its obligations under the Act or a material term of the tenancy agreement. The breach must be "**serious**". Further, this provision uses the word "**is**" in terms of the timing of the breach. This means that for subsection 83(3)(a) to be engaged, the serious breach must be ongoing at the time of the hearing.
14. The Tenant submitted that she did raise maintenance issues relative to section 83 of the Act, implying that the Member should have heard evidence about those issues and considered them under ss. 83(3)(a) of the Act.
15. As noted above, I listened to the hearing recording. There was evidence given by the parties relative to maintenance issues, primarily in relation to the Landlord's N5 notice of termination. There was not, however, any evidence or submission presented by the Tenant that would suggest that the Landlord was in serious breach of his maintenance obligations under the Act or the tenancy agreement at the time of the hearing.
16. Subsection 83(3)(a) was not raised explicitly or in substance by the Tenant.
17. I therefore find that it was not a serious error for the Member not to consider subsection 83(3)(a) of the Act.

18. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings. The request to review is denied.
19. The Tenant asked that the stay on the eviction order not be lifted for 1-3 months if the request to review is denied. As noted above, it was before the hearing Member that the Tenant's husband was facing serious medical issues at the time. The Tenant said that her husband recently passed away. She said she would need a reasonable amount of time to find other living accommodation.
20. DM asked that the stay on the eviction order be lifted immediately given that the Tenant has persistently failed to pay the rent by the date it was due, and presently has significant rent arrears.
21. I find that it is reasonable to delay lifting of the stay for 30 days. The Landlord is holding a rent deposit, which diminishes any prejudice to him, and this delay will afford the Tenant a reasonable amount of time to find other living accommodation.

It is ordered that:

1. The request to review order LTB-L-086052-25 issued on February 6, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 18, 2026 is cancelled. The stay of order LTB-L-086052-25 is lifted May 20, 2026.

April 20, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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