



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kumar v Davis, 2026 ONLTB 32421

Date: 2026-04-27

File Number: LTB-L-107476-25

In the matter of: Upper, 754 CRAWFORD PL
PETERBOROUGH ON K9J3X3

Between: Pradyoth Kandavara Sampath Kumar Landlord
Rayma Chalikkat Ravi
Trusted Property Solutions Inc.

And

Natasha Davis Tenant
Joe Moffatt

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Pradyoth Kandavara Sampath Kumar, Rayma Chalikkat Ravi and Trusted Property Solutions Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Davis and Joe Moffatt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 4, 2026 and concluded on April 10, 2026.

The Landlord’s agent property manager Nofel Alam, the Landlord’s legal representative Brittney-Rose Aylssa Ward and the Tenants attended the hearing on March 4, 2026.

The Landlord’s witness the former property manager Darren Shaw, the Landlord’s legal representative Brittney-Rose Aylssa Ward, the second named Landlord Rayma Chalikkat Ravi and the first named Tenant Natasha Davis (ND) attended the hearing on April 10, 2026.

Determinations:

Background

1. On day one of the hearing - March 4, 2026, (ND) testified that her partner Joe Moffatt had a heart attack and has been unable to work and she is self-employed providing cleaning

services with variable income. These circumstances contributed to the arrears of rent as claimed by the Landlords.

2. (ND) disputed the amount of claim as outlined in the N4 notice, submitting that they had paid the Landlord's former property manager Darren Shaw of ShawWood Property Management \$400.00 in cash. The matter was adjourned to April 10, 2026 to permit both parties to make submissions in respect of the \$400.00 alleged payment that had been provided to the former property manager Darren Shaw at the commencement of the tenancy.
3. Oral direction was provided that the Tenants continue to make the payment of rent on time and in full until the matter returned before the LTB on April 10, 2026.

L1 Application

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
8. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
9. The rent arrears owing to April 30, 2026 are \$9,800.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,600.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$24.23 is owing to the Tenant for the period from October 31, 2025 to April 10, 2026.

March 4, 2026

13. On March 4, 2026 (ND) submitted that she was expecting a child tax benefit for a retroactive claim that was to be paid for the period of June 2025 to February 2026 and that the amount as owing to her is \$4,833.00. Once paid to her, that this amount would be redirected to the Landlords towards rent arrears and that they would be paying any additional amount to bring the balance owing to zero. In addition, made submissions that they would be able to pay the ongoing rent moving forward for the month of April 2026 and ongoing.

14. The monthly reoccurring expenses total an approximate \$476.00, in recognition of the monthly lawful rent amount of \$2,600.00 the total expenses are about \$3,076.00. Although the Tenant also submitted that there were some outstanding cable and phone bills she was attempting to catch up on. And that her take home pay from self employment from a cleaning business is approximately \$3,360.00. A portion of the rent in the amount of \$900.00 is paid directly to the Landlord by the city through a housing benefit.
15. The Tenant further submitted that she has shared custody of two children with their father, and they reside with them 50% of the time. They wish to preserve their tenancy.

April 10, 2026 – 2nd day of hearing

16. The Tenant requested another adjournment, noting that she has been diagnosed with breast cancer and was not able to focus on any of the required documents that were to be provided for the hearing.
17. The request was denied as there was no evidence to substantiate the very serious diagnosis nor any other evidence which would warrant a further delay in the proceedings in the absence of such evidence.
18. The Tenant submitted that she would be getting a loan from the bank and would pay the Landlord the entirety of the arrears next week, at that time this was the week ending April 17, 2026. She maintained the position that the arrears as claimed by the Landlord are off by \$400.00, although again was not able to provide evidence of these assertions.
19. Further, that the second named Tenant was not present as he was attending rehabilitation.
20. Darren Shaw the former property manager testified that no cash was ever paid to him and that at no time did he document a receipt of \$400.00 from the Tenants on any lease copy as submitted to by the Tenant.
21. The Landlord sought a standard order for arrears and eviction and note concern with the Tenant's credibility. Specifically, since they were not in compliance with the oral order of March 4, 2026 to pay rent for April 1, 2026 and have come to the hearing unprepared despite additional time granted.
22. As the Tenant continued to maintain the position that she had further evidence to support the payment \$400.00, as the validity of the N4 notice was brought into question and being empathetic to the submission of the recent breast cancer diagnosis the Tenant was once more provided an extension of time to April 15, 2026 to make post hearing submissions.
23. While agreeing that this was enough time on April 10, 2026, the Tenants did not serve nor upload any evidence to date.
24. The Landlords were afforded time to make written reply to the Tenants' evidence and did so on April 18, 2026.
25. They submit that as the Tenant appears to have mislead the Board, created undue delay and the requirement to prepare and appear for the second time that the Tenants be

ordered to pay \$350.00 to the Landlord for the legal costs incurred in connection to the April 10, 2026 hearing date.

26. I have considered the Landlords' request as outlined in paragraph #25, given the lack of evidence as before me, I can not definitively determine that the Tenant intentionally attempted to mislead the Board and create undue delay. Although I appreciate from the Landlords' perspective why they may feel that this is the case. On the other hand, if accepting that the Tenant has been recently diagnosed with breast cancer as she submits, it is not unreasonable that her health and medical appointments would take precedent over preparedness for the hearing as she submitted that has occurred in this instance.
27. For these reasons, the request for costs is denied.

Relief from eviction

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
29. In making my determination I considered the submissions of the parties, I note that the amount of arrears is high relative to the short duration of tenancy, and the Tenants have made no attempt to make any evidentiary submissions to support their income or to support the disputed amount of the Landlords' claims despite being provided multiple opportunities. And while the Tenant submits that her take home pay from self employment is approximately \$3,360.00 per month no effort has been made to make any payment of rent on their behalf aside from money directed to the Landlord from social benefits.
30. I have also considered that while the Tenant continues to appear and outlines personal circumstances which may warrant a consideration for relief, absent any supporting documents these are unsubstantiated submissions. There is no evidence before the Board that financially this tenancy is viable nor evidence of concrete financial changes impending that would allow for a preservation of tenancy on a conditional basis such as the Canada child tax benefit (CTB) that the Tenant submitted she was awaiting retroactivity on or the approval of a bank loan which the Tenant also made submissions on.
31. In arriving at my determination, I have also considered that where Court Enforcement Office – Sheriff services are engaged, additional delays can be encountered that where applicable, essentially provide additional time to the Tenants before the unit is rendered vacant.
32. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$9,986.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,586.00 if the payment is made on or before May 8, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 8, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before May 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,616.57. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting April 11, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 8, 2026, then starting May 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 9, 2026.

April 27, 2026
Date Issued

Alicia Johnson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 9, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$13,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Total the Tenant must pay to continue the tenancy	\$9,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 8, 2026

Rent Owing To May 31, 2026	\$16,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Total the Tenant must pay to continue the tenancy	\$12,586.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,654.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$24.23
Total amount owing to the Landlord	\$5,616.57
Plus daily compensation owing for each day of occupation starting April 11, 2026	\$85.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	