



Order under Section 69 Residential Tenancies Act, 2006

Citation: SIVAKUMAR v LEWIS, 2026 ONLTB 38013

Date: 2026-05-12

File Number: LTB-L-100803-25

In the matter of: 812, 19 BATHURST ST
TORONTO ON M5V0N2

Between: POOMAGAL SIVAKUMAR

Landlord

And

RICARDO ORLANDO LEWIS

Tenant

POOMAGAL SIVAKUMAR (the 'Landlord') applied for an order to terminate the tenancy and evict RICARDO ORLANDO LEWIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 6, 2026 at 11:00 a.m.

The Landlord Poomagal Sivakumar, the Landlord's representative Thirusenthuran Sivapatham, licensed paralegal and the Tenant Ricardo Lewis attended the hearing. Sarukan Sivakuman also attended the hearing to act as a Tamil language interpreter for the Landlord.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant submitted the quantum of rent arrears sought by the Landlord was erroneous; the Tenant testified that instead he paid the total rent on time and in full each month, with the last payment of \$1,950.00 being made on October 10, 2025. The Landlord's

representative submitted that the Tenant has not made any payments since the application was filed and owes \$27,460.00 in arrears.

6. After considering all the evidence, I find that it is more probable than not, the rent arrears owing to May 9, 2026 are \$27,450.00. My reasons are that the Tenant did not lead any documentary evidence to support their testimony that additional payments were made; while the Landlord submitted an L1/L9 information update sheet consistent with the application, as well as a detailed rent ledger showing the dates and quantities of rent due, the quantities of rent paid and the dates of payments for the period between February 10, 2024 to April 10, 2026. Therefore, in this case I prefer the evidence of the Landlord.
7. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,100.00 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.
9. Interest on the rent deposit, in the amount of \$204.09 is owing to the Tenant for the period from November 11, 2020 to May 6, 2026.

Relief from eviction

Alleged Illegal Rent Increases

10. The Tenant testified the circumstances around the arrears were also arising from an alleged illegal rent increases that took place in January 2022, whereas the Tenant submitted the rent was increased from \$2,100.00 to \$2,300.00. The Tenant further alleged there was a second illegal rent increase took place in February 2023, whereas the Tenant submitted the rent was increased from \$2,300.00 to \$2,500.00.
11. The Landlord denied the rent increases were illegal, and the Landlord's representative submitted that the Tenant did not make any application to the Board regarding these issues.
12. In this case, the alleged rent increases that took place in 2022 and 2023 are well beyond the limitation period pursuant to s.29(1)(2) of *the Act*. The Tenant mistakenly believes that due to the continuous nature of the allegations and how it relates to the accumulation of the arrears over time, the Board ought to have jurisdiction to consider the alleged illegal rent increase as part to the Tenant's defence for this case. The legislation is clear, and the Tenant's allegations provides dates that far exceed the limitation period in this case and will not be considered. I further note that the Tenant led insufficient documentary evidence to support their allegations.

Serious Breach of Landlord's Responsibilities

13. The Tenant alleged that there have been ongoing maintenance issues with the rental unit and submitted that these circumstances result in mandatory refusal of eviction under subsection 83(3)(a) of *the Act*. That section states that the Board must deny eviction when

“the landlord is in serious breach of the landlord’s responsibilities under this Act or of any material covenant in the tenancy agreement.”

14. The events alleged by the Tenant include a leak issue, an issue with the exhaust, and an issue with the microwave.
15. The Tenant testified the leak occurred between June 2, 2025 and June 4, 2025. The Tenant further testified that the exhaust issue occurred between April 4, 2025 and June 4, 2025 and the issue with the microwave occurred in December 2025 and is ongoing.
16. It is undisputed that the Landlord’s resolved the leak and exhaust issues on June 4, 2025. The Tenant claimed he paid \$900.00 for materials and labour to remedy the issues and was never reimbursed by the Landlord.
17. Subsection 83(3)(a) of *the Act* speaks in the present tense, thus I cannot consider past breaches that have been remedied. Although the Tenant claims there are issues related to compensation for out-of-pocket expenses, the evidence before me suggests that the issues have been addressed by the Tenant mitigating the severity of the issue. Moreover, the use of the word “serious” in subsection 83(3)(a) establishes that not all breaches of the Landlord’s responsibilities can be considered; only those determined by the Member to be serious will invoke section 83(3) of *the Act*. Even if all of these issues were ongoing, I am not satisfied based on the Tenant’s evidence or description of them that the matters, alone or in the aggregate, including the microwave issue, constitute a serious breach of any responsibilities of the Landlords under the *Act*.
18. The Tenant is within their rights to bring forward a Tenant’s application related to the aforementioned issues.

Other Circumstances

19. 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 not be unfair to postpone the eviction until June 9, 2026 pursuant to subsection 83(1)(b) of *the Act*.
20. The Tenant testified the Tenant suffered from a workplace accident, and as a result it would be difficult to compete a housing search and find a suitable unit that can accommodate the Tenant and the Tenant’s 2 school aged children who are 16 and 11 years old. The Tenant further testified their primary source of income is WSIB, and that finding a new unit that is both affordable and suitable for her family in the community would be challenging given the current rental market conditions. For these reasons, the Tenant requested a payment plan of \$500.00 per month until the arrears are paid in full, and should an eviction be granted, the Board delay the eviction.
21. The Landlord’s representative submitted that any payment plan was inappropriate, as since the application the Tenant has not made any payments despite the Tenant’s own testimony that he earned an income of approximately \$4,100.00 in both March and April 2026. The Landlord’s representative further submitted that any delay would only further prejudice the Landlord as the arrears were significant.

22. After considering all the circumstances, I find that it would not be unfair to postpone the eviction until June 9, 2026. While I am not persuaded the Tenant would be able to commit to a payment plan, as by his own testimony his average monthly household expenses of approximately \$5,700.00 exceed his average monthly household income of approximately \$4,100.00, and in this case the Tenant led no documentary evidence to support his testimony regarding either his income or expenses; this lack of corroborating evidence informs my decision that a payment plan is not realistic in the circumstances. However, I find the delay will afford the Tenant with additional time to complete a housing search for an affordable and suitable unit for the Tenant's family in the community which is appropriate given the Tenant's circumstances, without significantly prejudicing the Landlord.

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:**
 - \$30,136.00 if the payment is made on or before June 9, 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 June 9, 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 June 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,051.04. 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 \$82.19 per day for the use of the unit starting May 7, 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 June 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 9, 2026, then starting June 10, 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 June 10, 2026.

May 12, 2026
Date Issued

Greg Witt
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 December 10, 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 June 9, 2026

Rent Owing To June 9, 2026	\$29,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$30,136.00

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

Rent Owing To Hearing Date	\$27,169.13
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$204.09
Total amount owing to the Landlord	\$25,051.04
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	