



Order under Section 69 Residential Tenancies Act, 2006

Citation: CAPREIT LIMITED PARTNERSHIP v LEWIS, 2026 ONLTB 38468

Date: 2026-05-15

File Number: LTB-L-074369-25

In the matter of: 719, 500 MURRAY ROSS PKY
TORONTO ON M3J2Z3

Between: Capreit Limited Partnership Landlord

And

Riley Lewis Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Riley 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. The Landlord's property manager Maria Gheorghe and the Landlord's legal representative Jason Paine attended the hearing. The Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. At the outset of the hearing, the Landlord raised a preliminary issue. The Landlord states the Tenant did not follow the direction set out in interim order LTB-L-074369-25-IN issued on December 5, 2025. The Landlord states the Tenant did not provide the Landlord with a written description of each issue the Tenant intends to raise under section 82(1) of the *Residential Tenancies Act, 2006* (the 'Act'), nor provide the Landlord with a copy of all documents, pictures and other evidence the Tenant intends to rely on at the hearing by December 20, 2025. The Landlord states the Tenant provided the Landlord with a description of the issues the Tenant intends to raise under section 82(1) of the Act and disclosure relating to the section 82 issues on April 29, 2026 which the Tenant does not dispute.
2. The Landlord further raises that order LTB-L-074369-25-IN directs the Tenant to pay the ongoing monthly rent commencing December 1, 2025 to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise. It is further noted in LTB-L-074369-25-IN that the Tenant was verbally ordered to do so, regardless of when the interim order is received. The Landlord states the Tenant did not pay the lawful monthly

rent for the period January 2026 - May 2026 which has resulted in a significant increase in arrears since the last hearing.

3. The Tenant states that she no longer has a legal representative. The Tenant states that she did not receive a copy of the interim order. She further states that the person that attended the last hearing on her behalf was not a legal representative and did not advise her of the conditions the Tenant was required to follow as per the interim order. The Tenant concedes that the lawful monthly rent for the period January 2026 – May 2026 was not paid because she lost her job on January 20, 2026 and had also lost the job prior to that job and has been unable to find another job, despite actively looking for work.
4. I did not allow the Tenant to raise issues pursuant to section 82(1) of the Act. The Landlord and Tenant Board's ('LTB') records confirm a copy of the interim order was sent to the Tenant by email on December 5, 2025 and the Tenant states it may have been her fault as she may have missed the email. As the deadline for providing a description of the section 82 issues and the disclosure were not followed by the Tenant, and the information was only provided to the Landlord on April 29, 2026, I find this has provided the Landlord with a limited amount of time to respond to the issues. Further, the Tenant has not paid the ongoing monthly rent for the period January 2026 - May 2026 and the arrears now exceed \$20,000.00 which I accept has caused significant prejudice to the Landlord. I accept there was verbal direction provided at the last hearing that the Tenant needs to pay the ongoing monthly rent as it is noted within the interim order. The Tenant accepts responsibility for missing the email which includes a copy of the interim order sent to her. I stated at the hearing that the Tenant may raise maintenance issues under s.83 of the Act and I would determine if the Landlord is in serious breach of its maintenance obligations under subsection 20(1) of the Act.

L1 application:

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent increased on February 1, 2026 and is \$2,230.88. It is due on the 1st day of each month.
8. Based on the monthly rent, the daily rent/compensation is \$73.34. This amount is calculated as follows: \$2,230.88 x 12, divided by 365 days.
9. The Tenant has paid \$1,232.00 to the Landlord since the application was filed.
10. The rent arrears owing to May 31, 2026 are \$19,982.01 which is undisputed by the Tenant.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

12. The Landlord collected a rent deposit of \$2,230.88 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.
13. Interest on the rent deposit, in the amount of \$59.04 is owing to the Tenant for the period from February 1, 2025 to May 6, 2026.
14. The Landlord states it issued letters to the Tenant on August 6, 2025, August 13, 2025, September 10, 2025, and October 6, 2025 which invited the Tenant to contact the Landlord to discuss a repayment of the arrears. The Landlord states on November 17, 2025, prior to the last hearing, the Landlord sent the Tenant a copy of the statement of account which notes the amount owing for the arrears and a letter inviting the Tenant to contact the Landlord regarding a payment plan for the arrears. The Landlord states on April 29, 2026, the Landlord sent the Tenant a copy of an L1 update sheet and invited the Tenant to contact the Landlord to discuss a payment plan for the arrears. The Landlord states the Tenant has not responded to the Landlord's letters.
15. The Tenant states she has not received a response from the Landlord after she advised the Landlord of her circumstances surrounding why she has not paid the monthly rent.

Section 83 issues raised by the Tenant relating to serious maintenance breaches

Cockroaches in rental unit

16. The Tenant states when she moved into the rental unit in February 2025, there was an issue with cockroaches inside the rental unit and the issue remains unresolved to date.
17. The Landlord's property manager, Maria Gheorghe testified that a spray and flush for cockroaches was performed at the rental unit on February 6, 2025. Follow-up and further weekly treatments as required were done on February 27, 2025, March 6, 2025, March 14, 2025, Mar 20, 2025, Mar 27, 2025 and April 27, 2025. Maria Gheorghe states that pest control last attended the rental unit on December 19, 2025 and no cockroach activity was found. Maria Gheorghe states she did not hear from the Tenant again regarding this issue.
18. The Tenant states that she attended the management office on January 5, 2026 and spoke to Maria Gheorghe regarding the ongoing issue with cockroaches inside the rental unit. The Tenant states she purchased her own products for cockroach treatment and purchased Tupperware containers to store her food in. Maria Gheorghe states she never saw or spoke to the Tenant on this date. The Tenant states that she did not raise the issue relating to cockroaches again with the Landlord.
19. I am not persuaded there is an ongoing issue with cockroaches at the rental unit. This is because the Tenant states the last time she raised this issue with the Landlord was on January 5, 2026. The Tenant did not lead evidence regarding any further follow up attempts to address this issue with the Landlord. As a result, I do not find the Landlord is in serious breach of its maintenance obligations pursuant to subsection 20(1) of the Act as it relates to an issue with cockroaches in the rental unit because the Tenant has not provided any evidence that she reported this to the Landlord since January 5, 2026.

Flood in bathroom of rental unit on August 22, 2025

20. The Tenant states on August 22, 2025, the toilet in the unit above flooded and human waste saturated the Tenant's ceiling and floor in the bathroom of her rental unit. She states that she called the emergency line and maintenance attended her unit and replaced the gasket for the toilet in the unit above.
21. The Tenant states that she contacted the management office on August 23, 2025 to advise that her bathroom was compromised because of urine that leaked from the toilet located in the unit above and was advised that repairs to her rental unit would be performed as needed. She states that no one came to inspect the rental unit. She states that she sent an email to the management office on August 25, 2025 to follow up and attached to the email she included photographs showing human waste on her bathroom ceiling and the ceiling was bubbling. She states that she received a response that same day that there would be someone sent out to inspect the rental unit but no one came. She states that she mentioned the issue with her bathroom ceiling again to the person who was inspecting the fire alarms in the building but she could not recall the date.
22. Maria Gheorghe states that when the issue with the toilet leaking above the rental unit occurred, it was after hours and maintenance repaired the issue with the toilet leak on an emergency basis. She states the gasket in the toilet was replaced which repaired the leak from the toilet. She states that maintenance attended the rental unit and there was no bubbling in the bathroom ceiling and as a result, there would have been no reason to enter and inspect the rental unit the next day. She states the Tenant did not report any further issues relating to an ongoing leak or bubbling in the bathroom ceiling.
23. I do not find that the issue with the toilet leaking water from the upper unit rises to the level of a serious maintenance breach with the rental unit. This is because the Tenant testified that on August 23, 2025 and August 25, 2025, she reported to management that her bathroom was compromised due to a water leak from the toilet in the unit above. The Tenant did not lead evidence to support that she reported this issue further to the Landlord's management staff. While she testified that she reported the issue to the person testing the fire alarms, she could not recall the date. Based on the Tenant not providing any further dates that the issue was reported to the Landlord, and the last time the Tenant could recall reporting it to the Landlord was almost 9 months prior to the date of this hearing, I am not persuaded the Landlord is in serious breach of its maintenance obligations pursuant to subsection 20(1) of the Act.

Section 83 considerations raised by Tenant if the Tenant were to be evicted

24. The Tenant states she lost her job in January 2026 and has been unable to find another job. She states that she reached out to the Toronto rent bank and other charitable organizations but has not been able to receive assistance. She states that she does not qualify for assistance with the Toronto Rent Bank as she cannot produce three recent pay stubs due to not having work since January 2026. She testified that if forced to move there is nowhere she would be able to move to as she is not working. She also states that she has no family or friends that can assist her and requests that she be granted 2-3 months to find another place to move to.

25. The Landlord did not consent to allowing the Tenant 2-3 months to move and requests immediate termination of the tenancy. The Landlord states there has been no good faith attempts made by the Tenant to pay her ongoing monthly rent and the arrears and the tenancy commenced in February 2025.
26. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act. I accept the Landlord issued letters to the Tenant inviting the Tenant to contact the Landlord to discuss a payment plan for the arrears because the Landlord provided specific dates when the letters were issued. However, I accept that the Tenant was non-responsive because the arrears continued to increase. Therefore, I accept that the Landlord has attempted to negotiate a repayment of the arrears without success. I accept the Tenant is currently unemployed and as a result, this would make it difficult to find another place to move to. I find it is reasonable to allow the Tenant some additional time to find another place to move to. I have considered the prejudice to the Landlord and the arrears are significant and I find allowing the Tenant additional time beyond what I have granted would create further prejudice to the Landlord if the rent continues to be unpaid. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$20,168.01 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$22,398.89 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,087.25. 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 \$73.34 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

May 15, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 January 1, 2027 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 May 31, 2026

Rent Owing To May 31, 2026	\$21,214.01
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,232.00
Total the Tenant must pay to continue the tenancy	\$20,168.01

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

Rent Owing To June 30, 2026	\$23,444.89
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,232.00
Total the Tenant must pay to continue the tenancy	\$22,398.89

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

Rent Owing To Hearing Date	\$19,423.17
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,232.00
Less the amount of the last month's rent deposit	- \$2,230.88
Less the amount of the interest on the last month's rent deposit	- \$59.04
Total amount owing to the Landlord	\$16,087.25
Plus daily compensation owing for each day of occupation starting May 7, 2026	\$73.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

