



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sivakumar v Peter Stephen Lloyd, 2026 ONLTB 49402

Date: 2026-06-29

File Number: LTB-L-027341-26

In the matter of: 1, 136 VICTORIA ST E
ALLISTON ON L9R1K6

Between: Ponnuthurai Sivakumar Landlord

And

Robson Peter Stephen Lloyd Tenant

Ponnuthurai Sivakumar (the 'Landlord') applied for an order to terminate the tenancy and evict Robson Peter Stephen Lloyd (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 15, 2026.

The Landlord and the Tenant attended the hearing.

Preliminary Issues:

Validity of the N4 Notice

1. At the outset of the hearing, I raised a preliminary issue respecting the validity of the N4 Notice of Termination based on the arrears identified in the notice, as follows:

Rent period	Rent Charged	Rent Paid	Rent Owning
June 1, 2025 – June 30, 2025	\$1,750.00	\$100.00	\$1,650.00
July 1, 2025 – July 31, 2025	\$12,450.00	\$0.00	\$12,450.00
March 1, 2026 – March 31, 2026	\$1,750.00		\$1,750.00
Total			\$15,850.00

2. The Landlord testified that the arrears of \$12,450.00 represent arrears commencing in October, although he did not identify the applicable year. The Landlord further testified that this amount also included arrears owing up to December 2025. The Landlord acknowledged that the N4 Notice contains inaccurate information and testified that he attached a rent ledger to assist the Tenant in understanding the arrears claimed.
3. Upon review of the rent ledger (document ID 7655935), I found that it was difficult to ascertain the total arrears owing, as the ledger itself was unclear.
4. The Landlord testified that the arrears stem from October to December 2025. Although the Landlord did not specify the year associated with the month of October, I infer that he was referring to October 2024. However, the N4 Notice does not claim arrears for the period from October 2024 to December 2025. Instead, the notice identifies arrears only for June 2025, July 2025 and March 2026. As both the rental periods and the total arrears claimed are unclear, I find that the N4 notice is invalid.

Converting the L1 Application to an L9 Application

5. The Landlord was given an opportunity to either withdraw the application or proceed on an arrears-only basis. The Landlord was explained that a remedy for eviction could not be obtained through an L9 order. The Landlord was provided with the contact information for the Legal Aid Ontario for small Landlords and the matter was stood down to allow the Landlord the opportunity to seek legal advice. On his return, the Landlord advised that he had sought the necessary legal advice and requested to proceed with an arrears only order. The Tenant was not opposed. I was satisfied that the Landlord understood the consequences of proceeding with an arrears-only order.
6. The Landlord's request to convert their application to an arrears only order is granted.

Arrears of rent to June 30, 2026

7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The Tenant did not pay the total rent they were required to pay for the period from July 1, 2025 to June 30, 2026.
9. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
10. The Tenant has paid \$1,900.00 to the Landlord after the application was filed.
11. The rent arrears owing to June 30, 2026 are \$18,800.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Tenant does not dispute the arrears owing. The Tenant testified that he is self employed and that he intends to pay off the arrears, but his income fluctuates. As a result,

the Tenant cannot commit to a set monthly payment schedule. The Tenant further testified that he cannot make any payments for the next six months.

14. The Landlord requests an order for monthly payments. However, as the Tenant has not identified a viable payment plan, one cannot be issued. A standard order for the total arrears owing shall be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord \$18,986.00. This amount includes rent arrears owing up to June 30, 2026 and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Mayra Sawicki
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.