



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

File Number: LTB-L-060992-25-RV

In the matter of: APT 2, 3806 BLOOR STREET WEST
ETOBICOKE ON M9B6C2

Between: RAYMOND CHU Landlord

And

SHANIL JAY CHARLES Tenant

Review Order

RAYMOND CHU (the 'Landlord') applied for an order to terminate the tenancy and evict SHANIL JAY CHARLES (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-060992-25 issued on September 15, 2025.

On October 10, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 10, 2025 interim order LTB-L-060992-25-RV-IN was issued, staying the order issued on September 15, 2025.

This review request was heard by videoconference on December 3, 2025.

Only the Landlord attended the hearing.

Determinations:

Review Request

1. The Landlord claims he was not reasonably able to participate at the September 10, 2025 hearing. The Landlord Raymond Chu (RC) testified he attended the hearing but experienced technical issues. As such, RC testified he did not hear when the matter was called and thus, the Landlord's application was declared abandoned.

2. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that “being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.”
3. Here, it appears the Landlord was unable to participate on the day of the hearing due to a technical issue and would have participated, if able. As I find the Landlord was not reasonably able to participate in the September 10, 2025 proceedings, the review was granted and the Landlord’s application was heard on its merits.

L1 Application

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,281.25. It is due on the 1st day of each month.
7. The rent arrears owing to December 31, 2025 are \$5,282.25.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. Accordingly, the total amount the Tenant owes the Landlord is \$5,483.25.

Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenant’s and the Landlord’s situations to determine if it would be appropriate to grant section 83 relief from eviction.
11. The Tenant lives alone and has resided at the rental unit long-term. The Landlord requested a payment plan, noting the parties had informally discussed a payment arrangement whereby the Tenant would pay back the arrears in the amount of \$300.00/month.
12. The Tenant was not in attendance and thus did not provide any evidence that may be relevant to my determination under s. 83.
13. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* and given the Landlord’s request for a payment plan, find it would not be unfair to deny eviction. As a result, conditional relief will be granted on the terms set out below

It is ordered that:

1. The request to review order LTB-L-060992-25 issued on September 15, 2025 is granted and the order is cancelled and replaced with the following order.
2. The Tenant shall pay to the Landlord \$5,483.25 for arrears of rent up to December 31, 2025 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - (i) Between January 15, 2026 and June 15, 2027, the Tenant will make payments towards the arrears in the amount of \$300.00 each month. These arrears payments will be made on or before the 15th day of each month. This means that the Tenant will make payments of \$300.00 per month for 18 consecutive months, commencing January 15, 2026; and,
 - (ii) The final payment will be in the amount of \$83.25 and will be paid on or before July 15, 2027.
4. If not already paid, the Tenant shall pay the monthly rent for January 2026 on or before January 10, 2026.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to July 1, 2027, or until the arrears are paid in full, whichever date is earliest.
6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.

January 5, 2026
Date Issued

Peter Nicholson
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.