



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

File Number: LTB-L-062946-25-RV

In the matter of: 706, 35 BROCK ST
HAMILTON ON L8L4L7

Between: Interrent Holdings Manager LP Landlord

And

Ahmad Alahmad Tenant

Review Order

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Alahmad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-062946-25 issued on October 29, 2025.

On December 4, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 5, 2025, interim order LTB-L-062946-25-RV-IN was issued, staying the order issued on October 29, 2025.

This request was heard by videoconference on December 22, 2025.

The Landlord's Legal Representative, D. Abraham, and the Tenant attended the hearing. The Tenant's friend, Fatma Abballa, interpreted between Arabic and English for the Tenant.

Determinations:

1. In this request, the Tenant alleges that he was not reasonably able to participate in the proceeding as the Notice of Hearing he received for the prior hearing date stated a hearing start time of 1:00 p.m.
2. At the review hearing, the Tenant testified that when he received the court date it stated 1:00 p.m. He also testified that he had another court proceeding that same day in the morning at the Superior Court in Hamilton. He further testified that when he joined the hearing for 1:00 p.m. he was advised that his hearing had taken place at 9:00 a.m. He testified he had to wait for the decision to file this request for review.
3. Under cross-examination, the Tenant confirmed that he received the Notice of Hearing for the prior hearing date in paper form via mail but did not provide a copy of this notice to the

Landlord or the LTB in support of his assertion. Under cross-examination, the Tenant confirmed that he attended in person his other court appearance that same morning and finished around 11:30 a.m. but also did not provide a copy of this court appearance notice to the Landlord or LTB in support of his assertion. The Tenant testified that it was only after speaking with Tenant Duty Counsel this morning that he was advised to upload his notices. The Tenant also testified that he does not have the papers with him at this time.

4. The Landlord's Legal Representative submitted that the Notice of Hearing for this matter was received as confirmed by the Tenant and that the only record of a Notice of Hearing is the one that states a 9:00 a.m. start time. He submitted that the Tenant did not provide a copy of the Notice of Hearing which he asserts stated 1:00 p.m. in to evidence. He further submitted that the Tenant confirmed another court appearance on the same date as the original hearing, and therefore it is more likely that the Tenant simply elected to attend that hearing instead of this one at the LTB.
5. In support of his submissions, the Landlord's Legal Representative relied on the following cases: *Kizemchuk v. 60 Montclair Limited*, 2024 ONSC 6140 (CanLII) and *Chin Yong Ahn v. 4900 Bathurst Street Ltd.*, 2014 ONSC 7325 (CanLII), wherein the Divisional Court has held that where parties are not diligent they cannot expect the LTB to hold another hearing and where notice was given, the LTB is entitled to proceed in their absence.
6. However, in *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ON SCDC), the tenant did not attend the hearing because she misread the notice of hearing and got the dates mixed up. The Divisional Court in this case ruled that the LTB should have granted her request to review on the grounds of not reasonably able to participate because the tenant genuinely intended all along to participate and otherwise she would be denied the right to be heard. The Divisional Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
7. In this case, the Tenant testified that the Notice of Hearing he received provided a start time of 1:00 p.m. which is when he signed in for the hearing only to be advised that the hearing took place at 9:00 a.m.. Given that the LTB record confirmed that the Notice of Hearing provided a start time of 9:00 a.m., and without a copy of the Notice received by the Tenant, given the Tenant's testimony, it may also be possible that the Tenant just misread the notice. Either way, it was apparent that the Tenant genuinely intended to participate in the proceeding as he joined the hearing at 1:00 p.m.
8. Therefore, I find that the Tenant was not reasonably able to participate in this proceeding. Consequently, the Tenant's request for review is granted. The application was immediately reheard.

L1 application

6. 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.
7. The Tenant was in possession of the rental unit on the date the application was filed.

8. The Tenant testified that after receiving a Notice of Rent Increase on June 1, 2025, he went down to the office and verbally told the Landlord's Agent that he will move out on August 1, 2025. He also testified that his wife, who always communicates with the Landlord via email because he is at work, confirmed this move out via email on June 11, 2025. He also testified that he moved out of the rental unit on August 1, 2025 and attempted to return the unit keys on August 2, 2025 and again on August 3, 2025 to the office but no one was there, so he put a note with his apartment number on the keys and put them in the Landlord's mailbox.
9. Under cross-examination, the Tenant confirmed that the Landlord emailed him on July 25, 2025 because the Tenant testified that was the day the Landlord's Agent asked him about rent owing for July 2025 and he told her he was moving out. The Tenant also testified that the Landlord's Agent only advised then that they were not accepting his wife's email confirmation of their move out because she is not the Tenant. The Tenant further confirmed that because of this the Landlord's Agent's email told him he has to stay until September 30, 2025. Under cross-examination, the Tenant confirmed that he did not agree with the Landlord's Agent's email to stay until September 30, 2025, however he also confirmed that he did not have any further communications with the Landlord including notifying them that the keys were put in the mailbox.
10. The Landlord's Legal Representative submitted that the Tenant's evidence confirmed that the Landlord did not accept the Tenant's notice to vacate and as such the Tenant would be responsible to September 30, 2025. The Landlord's Legal Representative also submitted that although the Tenant had received an email from the Landlord on July 25, 2025, he did not communicate or respond to this email confirming that he returned the keys to the mailbox. The Landlord's Legal Representative further submitted that how would the Landlord know that the Tenant vacated simply because they found keys in their mailbox.
11. Based on the evidence before me, I was satisfied that the Tenant notified the Landlord that he was vacating the unit on August 1, 2025 both verbally and by email. Also, I was satisfied that the Tenant returned the keys to the Landlord, labelled, by placing them in the Landlord's mailbox on August 3, 2025. Given the actions of the Tenant, I was satisfied that the Landlord ought to have known that the Tenant vacated at that time or at the very least ought to have inspected the unit to confirm whether the Tenant vacated at that time which was prior to the original hearing. I find it likely that the Landlord simply failed to accept that the Tenant vacated in an attempt to hold the Tenant liable for two additional months of rent.
12. Guideline 11 of the *Landlord and Tenant Board's Interpretation Guidelines* speaks to the calculation of rent arrears on a L1 application where a tenant has moved out of the rental unit after the L1 application was filed but before the hearing date. In that circumstances, the LTB's order will generally include a determination that the tenancy ended on the date the tenant moved out and the order will only require the tenant to pay rent arrears ending on the date the tenancy ended.
13. Given the above, I was satisfied that the Tenant vacated the rental unit on August 3, 2025. Therefore, any rent arrears owing are calculated up to the date the Tenant vacated the unit
14. The lawful rent was \$2,713.11. It was due on the 1st day of each month.

15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to August 3, 2025 are \$2,919.58.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,594.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
19. Interest on the rent deposit, in the amount of \$125.97 is owing to the Tenant for the period from August 25, 2023 to August 3, 2025.

It is ordered that:

1. The request to review order LTB-L-062946-25 issued on October 29, 2025 is granted. The order is cancelled and replaced by the following:
2. The tenancy between the Landlord and the Tenant is terminated as of August 3, 2025, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$385.61. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Lisa Del Vecchio
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$2,919.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,594.00
Less the amount of the interest on the last month's rent deposit	- \$125.97
Total amount owing to the Landlord	\$385.61