



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

Citation: Rastogi v Hillier, 2026 ONLTB 2296

Date: 2026-01-06

File Number: LTB-L-033734-25-RV

In the matter of: 4, 910 BARTON ST E
HAMILTON ON L8L3B9

Between: Manoj Rastogi Landlord

And

Emily Hillier Tenant

Review Order

Manoj Rastogi (the 'Landlord') applied for an order to terminate the tenancy and evict Emily Hillier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-033734-25 issued on July 22, 2025.

On August 12, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleges that they were not reasonably able to participate in the hearing that took place on July 16, 2025 due to technical issues at sign in.

On August 13, 2025 interim order LTB-L-033734-25-RV-IN was issued, staying the order issued on July 22, 2025.

This review was heard by videoconference on September 2, 2025 and resumed on November 4, 2025.

The Landlord, the Landlord's partner, Manu Seth, the Landlord's agent, Arif Zukiq, the legal representative for the agent, Brittney Rose-Ward, the legal representative for the Landlord, Adam Hamdani, and the Tenant attended the hearings.

Determinations:

Request for Review – Granted for Serious Error

1. While the Tenant's request for review revolved around their technical issues at the hearing on July 16, 2025, during the hearing on September 2, 2025 it became apparent that the order issued on July 22, 2025 contained a serious error with respect to the payments made by the Tenant.

2. And while I do accept that the Tenant was not reasonably able to participate in the hearing as they had issues signing in, albeit they did sign in late for that hearing also, based on the information provided by the Tenant on September 3, 2025 and based on other information obtained through the Landlord, I am satisfied that the order contains a serious error with respect to the calculation of rent arrears and therefore I granted the request for review.
3. The order did not account for payments made by the Tenant on July 4, 2025 of \$775.00 or the payment on March 31, 2025 of \$828.00. Additionally, the last month's rent deposit that was listed as \$2,400.00 on the previous order is in fact \$1,435.00 even though the application itself stated that the deposit was \$2,800.00.
4. The missed payments are a result of the lack of proper accounting practises of the Landlord's agent because they require that the Tenant send them proof each month of payments. Part of the Tenant's rent is being paid directly to the Landlord each month through a housing benefit. It is an onerous process to have to make the Tenant confirm the payments each time one is made and requires that the Tenant be the one that keeping track of their account on behalf of the Landlord. This caused a great deal of confusion in the hearing as the Landlord's records were inaccurate and hard to follow.
5. Since I granted the review, I also heard the application de novo to determine which payments were still not accounted for and what amount of arrears still remained and to determine the validity of the N4 Notice on this basis.

L1 Application De Novo

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. No evidence was provided that would establish that the N4 Notice is invalid. The payment missed by the Landlord was one that that was made in between the service of the N4 Notice on March 24, 2025 which is deemed served by mail on March 29, 2025 and the filing of the application.
8. At the time the application was filed, the Tenant actually owed \$1,272.24 and not the \$2,100.24 claimed. On this basis, the application is amended to correct the outstanding amount as of the April 25, 2025 application filing date.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,435.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$47.18. This amount is calculated as follows: $\$1,435.00 \times 12$, divided by 365 days.
12. The Tenant has paid \$9,474.00 to the Landlord since the application was filed.
13. Both parties agreed that the rent arrears owing to November 30, 2025 are \$1,843.24.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The application is amended to reflect that the Landlord collected a rent deposit of \$1,435.00 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.
16. Interest on the rent deposit, in the amount of \$104.97 is owing to the Tenant for the period from December 2, 2022 to November 4, 2025.
17. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
18. After sorting out the confusion with the rent payments I took submissions from both parties regarding consideration of a payment plan. I am satisfied, based on the evidence of the Tenant, that they have the financial means to pay the ongoing rent plus up to \$560.00 towards the rent arrears each month based on their income and expense information provided at the hearing. To account for unexpected expenses, it would be reasonable to reduce this amount to spread the payments over a 10 month period.
19. And while the Landlord disputes wanting to give the Tenant a payment plan, based on their confusing accounting practises and their previous order claiming more than what was owing by the Tenant, I find that it is most appropriate to grant the Tenant's payment plan. The Tenant has lived in the rental unit for some 9 years and have very limited means of income. The prejudice to the Tenant in being evicted is much greater than that of the Landlord.
20. When I made my oral decision in the hearing, I inquired as to the practicality in the Landlord ensuring that they were properly tracking the payments by the Tenant on an ongoing basis as it may be the fault of the Landlord, based on their erroneous math, if a breach is alleged. On this basis they agreed that the Tenant can rearrange to have their housing benefit sent directly to the Landlord and not to their property management agent, and to also pay their rent directly to the Landlord. Contact information was provided in this regard at the hearing and the Landlord's legal representative also undertook to provide the information to the Tenant after the hearing.

It is ordered that:

1. The request to review order LTB-L-033734-25 issued on July 22, 2025 is granted. The order is cancelled and replaced with the following order:
2. The Tenant shall pay to the Landlord \$2,029.24 for arrears of rent up to November 30, 2025, and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

(a) \$202.00 on or by December 15, 2025;

(b) \$202.00 on or by the first day of each month starting January 1, 2025 and for a period of 8 consecutive months up to and including to August 1, 2026;

(c) \$211.24 on or by September 1, 2026;

4. The Tenant shall have until December 15, 2025 to pay the December 2025 rent.
5. Then, the Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on or by the first day of each corresponding month for the period January 1, 2026 to September 30, 2026, 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 November 30, 2025.

January 6, 2026
Date Issued

Terri van Huisstede
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.