



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

File Number: Citation: Sinnappu v Stafford, 2026 ONLTB 2506

Date: 2026-01-05

File Number: LTB-L-055102-25-RV

In the matter of: Room E, 267 SAINT FRANCIS AVE
WOODBIDGE ON L4H3G3

Between: Varatharajah Sinnappu Landlords
Stanya Vara

And

Verdaly R. Stafford Tenant

Review Order

Varatharajah Sinnappu and Stanya Vara (the 'Landlord') applied for an order to terminate the tenancy and evict Verdaly R. Stafford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-055102-25 issued on September 29, 2025.

On October 7, 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 October 8, 2025, interim order LTB-L-055102-25-RV-IN was issued, staying the order issued on September 29, 2025.

The request for review and the rehearing of the application was heard by videoconference on November 7, 2025. The Landlords, the Tenant, and the Tenant's legal representative, Jelisa Phillips attended the hearing.

Determinations:

1. The Landlords consented to the Tenant's request for review. Therefore, the request for review is granted and the underlying application was heard de novo (a fresh).
2. As explained below, the Landlord's application is dismissed.
3. The application came before me on October 29, 2025, at that hearing the Tenant raised a preliminary issue pursuant to section 12.1 of *Residential Tenancies Act, 2006* (the 'Act'). Specifically, subsections 12.1(5) and (6). Which state:

- (5) The tenant of a rental unit who is a party to a tenancy agreement described in subsection (4) may, once during the tenancy, demand in writing that the landlord provide to the tenant, for the tenant's signature, a proposed tenancy agreement that,
- a) complies with subsection (1);
 - b) is for the occupancy of the same rental unit; and
 - c) is signed by the landlord.
- (6) If at least 21 days have elapsed since the day the tenant made the demand and the landlord has not complied with the demand, the tenant may, subject to subsections (7) and (8), withhold rent payments that become due after the expiry of that 21-day period.
4. The tenancy commenced December 4, 2024, there is no dispute that at the inception of the tenancy the Landlord did not provide the Tenant with a copy of a standard lease. On May 6, 2025, the Tenant made a demand for a standard lease. The Landlord did not comply with the demand within the 21-day period of the demand. The Landlord did not comply with the demand until July 30, 2025.
5. Subsection 12.1(7) says that the amount a tenant is authorized to withhold is an amount equal to one month's rent.
6. On June 10, 2025, the Landlord served the Tenant with an N4 indicating that they did not pay the monthly rent for June 2025 (the withheld month). As the Landlord did not comply with the demand until July 30, 2025, more than 30 days lapsed therefore in accordance with subsection 12.1(9) the Landlord may no longer require the Tenant to pay this withheld money.
7. The Landlord had no right to serve the N4 as the rent was not owing to them at that period of time as of the date of the hearing the Tenant had paid all of the rent that they owe. Therefore, the Landlord's application is dismissed.

It is ordered that:

1. The request to review order LTB-L-055102-25 issued on September 29, 2025, is granted. The order is canceled and replaced with the following.
2. The Landlord's application is dismissed.

January 5, 2026
Date Issued

Curtis Begg
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.