



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

Citation: Turlo v Guliyev, 2026 ONLTB 3580

Date: 2026-01-12

File Number: LTB-L-078421-25-RV

In the matter of: Rm1, 51 PURDON DR
NORTH YORK ON M3H4W9

Between: Roman Turlo Landlord

And

Hikmat Guliyev
Tenant

REVIEW ORDER

Roman Turlo (the 'Landlord') applied for an order to terminate the tenancy and evict Hikmat Guliyev (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-078421-25 issued on December 8, 2025. Only the Landlord attended the hearing.

On December 11, 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 12, 2025, interim order LTB-L-078421-25-RV-IN was issued, staying the order issued on December 8, 2025.

This request to review was heard by videoconference on January 6, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Request to Review

1. For the reasons set out below, the request for review is granted as I am satisfied that the Tenant was not reasonably able to participate in the proceedings that took place on November 27, 2025.
2. Board records show that the Notice of Hearing for the November 27, 2025 hearing was mailed to the Tenant at the rental unit on October 27, 2025.

3. There is no dispute that the Tenant vacated the rental unit on or about November 11, 2025.
4. The Tenant testified that he did not receive the Notice of Hearing and submitted that there was a postal strike which affected mail delivery at or around the time he vacated the rental unit. The Tenant testified that he did not forward his mail as he was not aware of this possibility.
5. The Landlord opposed the Tenant's request to review but acknowledged that there was no communication between the parties about the hearing and that there was one communal mailbox for nine different units/tenants in the property.
6. 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." Given that there was a postal disruption in October and November 2025 that may have delayed the delivery of the Notice of Hearing until after the Tenant vacated the rental and the possibility that another tenant could have easily taken the Tenant's mail, I find it more likely than not that the Tenant did not receive the Notice of Hearing and therefore, was not reasonably able to participate in the proceeding.
7. As such, the request to review order LTB-L-078421-25 is granted. Order LTB-L-078421-25, issued on December 8, 2025, is cancelled, and a *de novo* hearing was held to consider the Landlord's L1 application.

L1 Application

Preliminary Issue – Section 82 Issues

8. The Tenant sought to raise issues under section 82 of *Residential Tenancies Act, 2006* (the "Act"). While the Tenant filed with the Board and served the Landlord a statement and evidence for his issues, the Tenant did not provide the Landlord with the form "Issues a Tenant Intends to Raise at a Rent Arrears Hearing" or a list of issues with all of the information requested in the form as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure.
9. Upon a review of the Tenant's submissions, I find that particulars were lacking and there was no details of the remedies the Tenant sought. The purpose of providing these details is not only to inform the Landlord of the section 82 issues, but to allow him to respond to the allegations. In my view, the section 82 issues here lacked the required specificity such as dates and times so that Landlord could know the case made against him.
10. As such, the Tenant was not permitted to raise any issues under section 82 of the Act. The Tenant still has an opportunity bring his own application(s) against the Landlord to address the issues the Tenant sought to raise at this hearing under section 82.

Arrears

11. 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.

12. The Tenant was in possession of the rental unit on the date the application was filed.
13. The Tenant vacated the rental unit on November 11, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
14. The lawful rent is \$1,010.00. It was due on the 1st day of each month.
15. The Tenant has paid \$400.00 to the Landlord since the application was filed.
16. The rent arrears owing to November 11, 2025 are \$6,025.31. The Tenant agreed with the amount of arrears.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

It is ordered that:

1. The request to review order LTB-L-078421-25, issued on December 8, 2025, is granted.
2. Order LTB-L-078421-25, issued on December 8, 2025, is cancelled, and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated as of November 11, 2025, the date the Tenant moved out of the rental unit.
4. The Tenant shall pay to the Landlord \$6,211.31. 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. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Vicky Liu
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	\$6,425.31
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
Total amount owing to the Landlord	\$6,211.31