



Amended order
Order under Section 21.1 and 21.2 of the Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006

Citation: Gyulumyan v Wright, 2025 ONLTB 89603

Date: 2025-11-21

File Number: LTB-L-022500-25-RV-AM

In the matter of: Upper, 45 Del Francesco Way
Vaughan ON L6A0N7

Between: Arayik Gyulumyan Landlords
Ellen Chatinyan

And

Andrea Wright Tenant

Review Order

Arayik Gyulumyan and Ellen Chatinyan (the 'Landlords') applied for an order to terminate the tenancy and evict Andrea Wright (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-022500-25 issued on September 19, 2025. Only the Landlord's representative attended the original hearing on September 16, 2025.

On October 17, 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 20, 2025, interim order LTB-L-022500-25-RV-IN was issued, staying the order issued on September 19, 2025.

This review was heard by videoconference on November 12, 2025.

The Landlords, the Landlord's representative, **Tigran Sandukhchyan**, and the Tenant attended the hearing.

This amended order is issued to correct a clerical error in the original order issued on November 21, 2025.

Determinations:

1. For the following reasons, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.

2. The Tenant testified that she had attempted to log into the hearing on September 15, 2025 but had been unable to do so. She stated that she spoke with the Board that day who confirmed that there were some technical difficulties. It soon became apparent, however, that the September 15, 2025 hearing the Tenant was referring to was the L2 application based on N5 and N8 notices of termination.
3. With respect to this application (i.e. L1 application), the Tenant stated that she did not receive the Notice of Hearing and therefore was not aware of the hearing on September 16, 2025. She confirmed that her mail gets delivered to a locked Canada Post mailbox, that she checks her mail regularly and that there are no issues with her mailbox.
4. The Tenant confirmed her email address and did not identify any issues with her email account.
5. Based on the evidence, I find it more likely than not that the Tenant received the Notice of Hearing. The Board's file indicates that on March 18, 2025, the Tenant consented to receiving documents from the Board by email. As such, I am satisfied that the Tenant was aware of the application and had access to the Board's file.
6. The first hearing of this application was scheduled to be heard on June 3, 2025. It was adjourned at the Tenant's request, after the Tenant emailed the Landlord to say that she was hospitalized for a surgery. In light of same, I am satisfied that the Tenant received the first Notice of Hearing which the Board both emailed and mailed to her on March 20, 2025. Neither the Board's email or mail was returned to the Board as undelivered.
7. The Board's file confirms that Notice of Adjourned Hearing emailed to the Tenant on July 11, 2025 and that interim order LTB-L-022500-25-IN was emailed to the Tenant on July 18, 2025. Neither of those emails bounced back to the Board as undeliverable.
8. While it is evident that the Tenant was scheduled for two hearings, one on September 15, 2025 and one on September 16, 2025, there is no evidence before me that the Tenant was confused about two hearing dates or the applications.
9. While I am satisfied that the Tenant was aware of this application, there is no evidence before me that she attempted at any time after the adjourned hearing to contact the Board to ascertain the status of the application. Parties are required to act with diligence in proceedings before the LTB. If a party fails to attend a hearing because of their own lack of diligence, they cannot then demand that the LTB waste its resources to hear the matter again. "To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders": *Q Res IV Operating GP Inc. v. Berezovs'ka*, para. 8.
10. On the basis of evidence, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding and therefore the Tenant's request to review order LTB-L-022500-25 issued on September 19, 2025 is denied.

Lifting the stay

11. The Tenant stated that she has lived in the unit for seven years. She underwent surgery in February 2025 and expects to be back at work on March 1, 2026. She is currently receiving EI benefits and requests that lifting of the stay be delayed until January 31, 2026 to allow her time to find a new place to live.

12. The Landlord stated that the rent arrears are now almost \$17,000.00 and they want the stay to be lifted immediately, especially since the Tenant did not pay rent for October or November 2025 which I note contravenes paragraph 9 of interim order LTB-L-022500-25-IN which requires the Tenant to pay ongoing rent to the Landlord until this matter is resolved or the Board orders otherwise. The Landlord's representative stated this is not a large commercial Landlord and any further delay causes financial difficulties for the Landlord. He stated that there were other people living with the Tenant who could pay rent.
13. The Tenant confirmed that both her husband and son live with her in the rental unit but provided no evidence as to their ability to pay rent.
14. In the circumstances, I find it appropriate to lift the stay immediately.

It is ordered that:

1. The request to review order LTB-L-022500-25 issued on September 19, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 20, 2025 is cancelled. The stay of order LTB-L-022500-25 is lifted immediately.

November 21, 2025
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

January 16, 2026
Date Amended

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.