



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

Citation: 9191 Bathurst Inc. v Guntalilib, 2026 ONLTB 4544

Date: 2026-01-15

File Number: LTB-L-068928-25-RV

In the matter of: BASEMENT UNIT, 9191 BATHURST ST
RICHMOND HILL ON L4C6C2

Between: 9191 Bathurst Inc. Landlord

And

Rowena Begonia Guntalilib Tenants
Dhanwhant Kumar Nandkumar

Review Order

9191 Bathurst Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rowena Begonia Guntalilib and Dhanwhant Kumar Nandkumar (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was resolved by order LTB-L-068928-25 issued on October 30, 2025. Only the Landlord's representative attended the original hearing on October 27, 2025.

On December 14, 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 15, 2025, interim order LTB-L-068928-25-RV-IN was issued, staying the order issued on October 30, 2025.

This review was heard by videoconference on January 7, 2026.

The Landlords, Zhengrong Zhang and Jerry Xu, the Landlord's representative, Yun Tao Li, and on of the Tenants, Dhanwhant Nandkumar, attended the hearing. The Tenant met with tenant duty counsel prior to the hearing.

Determinations:

1. For the following reasons, the Tenants' request to review order LTB-L-068928-25 issued on October 30, 2025 is denied.

Not reasonably able to participate

2. The Tenant testified that he did not attend the hearing on October 27, 2025 because he did not receive the Notice of Hearing and therefore was not aware that there was a hearing. He stated that he had called into the first hearing on October 3, 2025 and was told that the hearing had been adjourned.
3. The Tenant stated that he was out of the country from September 29, 2025 to October 9, 2025 (i.e. ten days) and that he had no made arrangements for anyone to collect his mail from the unlocked mailbox at the home. He stated that while there use to be Tenants in the other unit of the home, they moved out in September 2025. He did state that the owners were conducting renovations in the home at the time.
4. The Tenant said that he checks his mail a few times a week but pointed out that Canada Post was on strike in October 2025. He said that some of his mail was arriving late although he could not identify how late the mail was.
5. The Tenant admitted that he received the N4 notice of termination as well as the Landlord's L1 update sheet dated October 19, 2025.
6. On the basis of the evidence before me, I am not satisfied that the Tenants was not reasonably able to participate in the proceeding. The Tenant did not produce a copy of the Notice of Hearing which he said identified the hearing date as October 3, 2025. The Board's file shows that the application was filed on August 21, 2025 and the Notice of Hearing, indicating the hearing was scheduled for October 27, 2025, was mailed out two weeks later on September 8, 2025. There is nothing in the Board's file indicating that a hearing was scheduled for October 3, 2025 or that a hearing related to this matter had ever been adjourned. As such, I do not find the Tenant's evidence credible in this respect.
7. As mentioned above, the Board's file indicates that the Notice of Hearing was mailed to the Tenant on September 8, 2025, deemed served on September 13, 2025. That mail was not returned to the Board as undelivered. While the Tenant alleged that a strike at Canada Post may have delayed his mail, he indicated that the strike took place in October which was after the Tenant would have received the Board's Notice of Hearing which, in my view, means that his mail service before the strike was not affected. Given that he did not leave the country until September 29, 2025, he admitted that he checked his mail a few times a week, he did not identify any issues with his mailbox and the Board's mail was not returned as undelivered, I find it more likely than not that the Tenants received the Notice of Hearing.
8. Lastly, the Tenant admitted receiving the N4 notice of termination for non-payment of rent and the Landlord's L1 update sheet prior to the October 27, 2025 hearing. That update sheet contains the Board's file number, yet there is no evidence that the Tenant attempted to contact the Board to find out the status of the application. In other words, he missed the hearing because of his own lack of due diligence in not contacting the Board after he received the Landlord's L1 update sheet.. That is different from not being reasonably able to participate.
9. 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 the evidence before me, I am not satisfied that the Tenants were not reasonably able to participate in the proceeding.

Serious error

11. The Board’s interpretation guideline 8 identifies the grounds for serious error as follows:
 - An error of jurisdiction. For example, the order relies on the wrong section of the RTA or exceeds the LTB’s powers. This issue need not have been raised in the original hearing;
 - A procedural error which raises issues of natural justice;
 - An unreasonable finding of fact on a material issue which would potentially change the result of the order;
 - New evidence which was unavailable at the time of the hearing and which is potentially determinative of one or more central issues in dispute;
 - An error in law. The LTB will not exercise its discretion to review an order interpreting the RTA unless the interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable; and ,
 - An unreasonable exercise of discretion which results in an order outside the usual range of remedies or results and where there are no reasons explaining the result.
12. I am not satisfied that there is a serious error in the order. I say this because while the Tenant stated that the amount of the arrears in the order is incorrect because he alleges he paid rent to a previous owner called Janine Walker, he admitted that this is not new evidence that was unavailable at the time of the hearing. If he had attended the original hearing, he would have been in a position to present this evidence and the Landlord would have had an opportunity to respond.
13. Furthermore, the Tenant produced no documentary evidence or witnesses to corroborate that he had paid rent to a person named Janine Walker.
14. Given that I am not satisfied that the Tenants were not reasonably able to participate in the hearing or that the Board’s order contains a serious error, the Tenants’ request to review order LTB-L-068928-25 issued on October 30, 2025 is denied.

Lifting the stay

15. The Tenant stated that he lives in the unit by himself and is employed. He requested that the stay be delayed until February 28, 2026, stating that his last month’s rent would be used for the month of February, 2026. The Tenant’s last month’s rent, however, has already been applied to the calculation of rent arrears in order LTB-L-068928-25 issued on October 30, 2025.

16. In the circumstances, the stay will be lifted immediately.

It is ordered that:

1. The request to review order LTB-L-068928-25 issued on October 30, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 15, 2025 is cancelled. The stay of order LTB-L-068928-25 is lifted immediately.

January 15, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.