



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

Citation: Cheung v Cagli, 2026 ONLTB 4548

Date: 2026-01-14

File Number: LTB-L-078865-25-RV

In the matter of: UNIT 1307, 11 YORKVILLE AVE
TORONTO ON M4W0B7

Between: David Wai Shun Cheung

Landlord

And

Beliz Cagli
Kerim Cagli

Tenants

Review Order

David Wai Shun Cheung (the 'Landlord') applied for an order to terminate the tenancy and evict Beliz Cagli and Kerim Cagli (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-078865-25 issued on December 3, 2025. Only the Landlord's representative attended the original hearing on November 27, 2025.

On December 11, 2025, the Tenants 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-078865-25-RV-IN was issued, staying the order issued on December 3, 2025.

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

The Landlord's representative, Yun Tao Li, and the Tenants attended the hearing.

Determinations:

The Review

1. For the following reasons, the Tenants' request to review order LTB-L-078865-25 issued on December 3, 2025 is granted.
2. The Tenants testified that they only received the Notice of Hearing on the day of the hearing. They discovered the Notice of Hearing when they checked their mail that night. The Tenants

believed that a Canada Post strike which began in September 2025, then continued as a rotating strike from October 11, 2025 to November 21, 2025, likely caused the delay in them receiving the Notice of Hearing.

3. The Landlord's representative confirmed that the Landlord did not provide a copy of the Notice of Hearing to the Tenants. Given that the Board's file does not indicate when the Notice of Hearing was mailed out to the Tenants, I find it plausible that the Tenants did not receive the Notice of Hearing until the evening of the hearing date.
4. As such, I am satisfied that the Tenants were not reasonably able to participate in the proceeding. Therefore, the Tenants' request to review order LTB-L-078865-25 issued on December 3, 2025 is granted.

The L1 Application

5. The parties agree that the Tenants owe the Landlord \$1,270.00 for arrears of rent owing to January 31, 2026.
6. The Tenants testified that they were supposed to move into the unit on April 1, 2025. The Landlord, however, had not notified property management that he had leased the unit and therefore property management would not let them book the elevator to move in. The Tenants were only able to move into the unit on April 7, 2025. As such, the Tenants deducted the amount of \$1,270.00 from their next rental payment to compensate themselves for the one week delay as well as storage fees they incurred.
7. The Tenants admitted that they did not commence an application with the Board to prove those damages or to allow the Landlord an opportunity to respond. Given that they were not barred from commencing an application for their damages, the Tenants stated that they were prepared to pay the amount owed to the Landlord, namely \$1,270.00 for arrears of rent owing to January 31, 2026, as well as costs for filing the application in the amount of \$186.00.

It is ordered that:

1. The request to review order LTB-L-078865-25 issued on December 3, 2025 is granted. The order is cancelled and replaced with the following order.
2. On or before February 28, 2026, the Tenants shall pay to the Landlord \$1,456.00 for arrears of rent up to September 30, 2024 and costs.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the month of February 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the

Tenants and requiring that the Tenants to pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 14, 2026

Date Issued

Karen Gonçalves

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.