



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

Citation: St. Luke Terrace Nonprofit Housing v Ajami, 2026 ONLTB 4554

Date: 2026-01-16

File Number: LTB-L-058100-25-RV

In the matter of: 104, 980 ST LUKE RD
WINDSOR ON N8Y4Y8

Between: St. Luke Terrace Nonprofit Housing Landlord

And

Bilal Ajami Tenant

Review Order

St. Luke Terrace Nonprofit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Bilal Ajami (the 'Tenant') because the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-058100-25 issued on October 24, 2025. Only the Landlord's agent and the Landlord's representative attended the original hearing on October 21, 2025.

On November 24, 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 November 25, 2025, interim order LTB-L-058100-25-RV-IN was issued, staying the order issued on October 24, 2025.

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

The Landlord's agent, Sheldyn Valley, the Landlord's representative, Cameron Parrott, the Tenant and the Tenant's representative, Tori-Lee Jenkins, attended the hearing.

Determinations:

1. For the following reasons, the Tenant's request to review order LTB-L-058100-25 issued on October 24, 2025 is denied.
2. The Tenant admitted that he received the Notice of Hearing and contacted the Landlord's agent to discuss same. He said that the Landlord's agent told him that he was getting evicted.

Since he understood that he was getting evicted, he did not turn up to the hearing. He stated that if the Landlord's agent had not told he was getting evicted, he would have attended the hearing.

3. The Landlord's agent denied that the Tenant contacted him after receiving the Notice of Hearing. He admitted that there were two occasions when the Tenant contacted him, the first time being after the Landlord gave the Tenant the N5 notice of termination. The Landlord's agent told the Tenant that the matter had to go through the LTB first and he would have to attend the hearing when it was scheduled. He denied that he told the Tenant he was evicted prior to the hearing taking place.
4. The Landlord's agent stated that the second time the Tenant contacted him was after he received the eviction order and the Tenant asked him what he could do to stop the eviction. He said that he told the Tenant there was nothing he could do because the eviction had been granted.
5. Based on the evidence before me, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding. I say this because the Tenant admitted that he received the Notice of Hearing which clearly states that if the Tenant does not attend the hearing or send a representative, the LTB may hold the hearing in the Tenant's absence and make a decision based on only the Landlord's evidence. While the Tenant stated that his first language is Arabic and that his reading and writing of English was not the best, there is no evidence before me to suggest that he could not read the Notice of Hearing. He stated that he understood that either way the tenancy was going to be terminated. I am satisfied that the Tenant chose not to attend the hearing which is different from not being reasonably able to participate.
6. Therefore, the Tenant's request to review order LTB-L-058100-25 issued on October 24, 2025 is denied.

Lifting the stay

7. The Tenant stated that he is 33 years old, divorced and lives in the unit by himself. He said that he has custody of his two children (11 and 7 years old) on weekends and that if he does not have a place to live, he will not be able to have his children stay with him. He admitted that he has not attempted to look for another place to live due to, among other things, depression. He stated that his income is limited (i.e. \$970 from ODSP) and requested that the lifting of the stay be delayed for at least six months.
8. The Landlord's representative stated that the Tenant has already had the benefit of an extension of time to find a new place to live given that the original hearing on October 21, 2025 was a number of months ago. He submitted that a further six-month delay was too long and requested the stay be lifted immediately.
9. Given the circumstances, I find a short delay in lifting the stay to January 31, 2026 is appropriate.

It is ordered that:

1. The request to review order LTB-L-058100-25 issued on October 24, 2025 is denied. The order is confirmed and remains unchanged.

2. The interim order issued on November 25, 2025 is cancelled. The stay of order LTB-L-058100-25 is lifted on January 31, 2025.

January 16, 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.