



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-022599-25

**In the matter of:** 102, 143 RIDGE RD  
CAMBRIDGE ON N3E0E1

**Between:** RISHI RAJKUMAR Landlord

**And**

CATHERINE YEBOAH Tenant

Rishi Rajkumar (the 'Landlord') applied for an order to terminate the tenancy and evict Catherine Yeboah (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on October 22, 2025. At the time the matter was called, only the Landlord attended the hearing.

### **Determinations:**

#### Adjournment Request:

1. Carie Fearon, an individual who claimed to be the Tenant's agent, attended the hearing to request an adjournment on the Tenant's behalf. For the following reasons, the adjournment request was denied.
2. Ms. Fearon was not a lawyer or paralegal and did not have written authorization from the Tenant to act as their representative to seek an adjournment. The Tenant did not request to reschedule the hearing or communicate with the Landlord about their intention to adjourn the hearing prior to its commencement.
3. Pursuant to the LTB's practice directions on representation before the Board and adjourning and rescheduling hearings; parties should assume that the hearing will proceed on the date stated in the Notice of Hearing, and if a party cannot attend, they should seek the consent of the other party to reschedule, as soon as the need for the rescheduling is known. If a party cannot attend the hearing, they may appoint another person to represent them, however, if that person is unlicensed, they must send written authorization to the Board.

4. I provided Carie Fearon with an opportunity to attempt to contact the Tenant informing them that they needed to join the virtual hearing line. Ms. Fearon was unable to get in contact with the Tenant. As there was no written authorization provided and the reasons provided by Ms. Fearon were vague- Therefore, I denied the Tenant's adjournment request.
5. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Landlord's application is dismissed.
6. The Tenant was in possession of the rental unit on the date the application was filed.

On January 22, 2025, the Landlord gave the Tenant an N12 notice of termination with the termination date of March 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves.

7. The Landlord has not compensated the Tenant an amount equal to one month's rent and the termination date has passed. As a result, the Landlord's application must be dismissed.
8. The Landlord is free to serve a new notice of termination and file a fresh application if they wish to have this issue addressed by the Board.

**It is ordered that:**

1. The Landlord's application is dismissed.

**January 13, 2026**  
**Date Issued**

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Curtis Begg  
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.