



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

File Number: LTB-L-055571-25-RV

In the matter of: 65 MAPLE DR
STONE CREEK ON L8G3C6

Between: Jovanjit Singh Sandhu Landlord

And

Carmen Domenic Pellegrino Tenant

Review Order

Jovanjit Singh Sandhu (the 'Landlord') applied for an order to terminate the tenancy and evict Carmen Domenic Pellegrino (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-055571-25 issued on September 22, 2025 as a result of a hearing that took place on September 15, 2025 where the Tenant was not in attendance.

On October 9, 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 10, 2025 interim order LTB-L-055571-25-RV-IN was issued, staying the order issued on September 22, 2025.

This application was heard by videoconference on November 3, 2025.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Sara Murtadha.

Determinations:

1. For the reasons that follow the request to review is denied and the order remains unchanged.

REQUEST TO REVIEW

2. The Tenant's request to review alleges they were not reasonably able to participate at the hearing on September 15, 2025, because they believed the hearing was September 18, 2025. The Tenant further attributes his inability to confirm the hearing date to his intermittent internet service disconnection issue.

3. The problem with the Tenant's assertion is that there is no evidence before me to corroborate the Tenant's misbelief, such as his attendance on September 18, 2025. Further, the evidence before the Board suggests the Tenant was aware of the correct hearing date and reminded more than once. I say this for the following reasons.
4. First, the Tenant confirmed receipt of the notice of hearing from the LTB by mail and email indicating the hearing was scheduled for the 15th; second, he also confirmed receipt of the Landlord's disclosure package which included the notice of hearing from the Landlord's representative's office, on September 11, 2025.
5. While the Tenant submits, he did not look at the packages because he knew what the hearing date was, his behaviour demonstrates otherwise when he contacted the Landlord to resolve the issue of rent arrears the following day (based on the L1/L9 update sheet served to him in that package).
6. Finally, on the day of the hearing, the Landlord attempted to reach out to the Tenant but the Tenant did not attend their call.
7. The Tenant submits he is trying his best with everything going on including caring for his sick father who is in the hospital and his teenage son adjusting to his parents' separation which could have caused him not to think straight.

ANALYSIS

8. Pursuant to subsection 209(2) of the Residential Tenancies Act, 2006 the Board is empowered to review an order where a party to a proceeding was "not reasonably able to participate" in the hearing.
9. The question of what the phrase "not reasonably able to participate" means has been before the Divisional Court in a number of appeals from Board orders. What all of the Divisional Court cases have in common is the notion of fairness: a party who does not know about a hearing should have a chance to participate in a new one; a party that knows about the hearing and genuinely wants to participate but does not, should still have an opportunity to be heard.
10. For example, in *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the tenant did not attend the hearing because she misread the notice of hearing and got the dates mixed up. The Divisional Court ruled the Board should have granted her request to review on the grounds of not reasonably able to participate because the tenant genuinely intended all along to participate and otherwise she would be denied the right to be heard. The Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
11. I find the circumstances in this case do not fall under the scenario above. I say this because I find the bald assertion that the Tenant confused the hearing date is insufficient to grant the review request particularly in the face of multiple reminders and notices and the Tenant's act of reaching out to the Landlord about the issue of rent arrears. In reviewing the entire timeline of events, I find it does not support the Tenant's assertion that he did not know about the September 15 hearing date.

12. Thus, on the basis of the submissions made in the request and the evidence before me at the hearing, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding and the request to review must be denied.
13. However, given the Tenant's personal circumstances, I find a short delay in the lifting of the stay to January 31, 2026 is appropriate.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-055571-25 issued on September 22, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 10, 2025 is cancelled.
3. The stay of order LTB-L-055571-25 is lifted on January 31, 2026.

January 16, 2026
Date Issued

Sonia Anwar-Ali
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.