



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

Citation: BONA BUILDING AND MANAGEMENT v SAIDA, 2026 ONLTB 8970

Date: 2026-01-28

File Number: LTB-L-076196-25-RV

In the matter of: 302, 169 LEES AVE
OTTAWA ON K1S5M2

Between: BONA BUILDING AND MANAGEMENT Landlord

And

DANKAMBARY HALIMA SAIDA Tenant

Review Order

BONA BUILDING AND MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict DANKAMBARY HALIMA SAIDA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved in favour of the Landlord by order LTB-L-076196-25 issued on November 26, 2025 and based on a hearing that took place on November 19, 2025 by videoconference.

On December 16, 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 17, 2025 interim order LTB-L-076196-25-RV-IN was issued, staying the order issued on November 26, 2025.

This review was heard by videoconference on January 13, 2026.

The Landlord's agent, Natasha Faulkner, the Landlord's legal representative, Joy Walters, the Tenant and the Tenant's support person and occupant, Slyma Quela, attended the hearing to support with translation services during the hearing. The Tenant declined the opportunity to speak with Tenant Duty Counsel on the hearing date.

Determinations:

1. In the Tenant's request to review they submit that they had a medical condition and disability and they were ill and lacked the capacity to attend the hearing on November 19, 2025. Also, that they were in financial distress because their guarantor had abandoned them without notice and put them in a deteriorated mental state because they are an international student with no friends or family here to rely on.

2. At the hearing, the Tenant admitted to receiving the Notice of Hearing that was mailed to them by the LTB on October 21, 2025, but they did not read the part of the notice which stated that they could send someone on their behalf to request an adjournment if they were unable to attend. Additionally, the Tenant provided no medical evidence supporting their mental state at the time of the hearing. The Tenant stated that they were in such a state that they had difficulty breathing on the hearing date but they did not seek medical intervention.
3. While I do accept that the Tenant may have had difficulty breathing, I am not satisfied they were not reasonably able to participate in the hearing on November 19, 2025.
4. The Landlord was opposed to the review on the basis that they had not received any payments from the Tenant and the Tenant was in arrears of rent in the amount of \$30,000.00 and had no evidence to support their ability to pay the arrears or ongoing rent.

Analysis

5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (*'King-Winton'*), the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less". In this case, there was evidence to suggest that the tenant missed her hearing because of her honest but mistaken belief in an incorrect hearing date.
6. More recently, in *Chin Yong Ahn v. 4900 Bathurst Street*, 2014 ONSC 7325 (CanLII), the tenant received the notice of hearing, but did not attend. He claimed he mistook the stated June 3, 2014 hearing date for June 4, 2014; but there was no evidence that he attended on June 4. The Divisional Court held that, pursuant to subsection 7(1) of the *Statutory Powers Procedure Act*, R.S.O. 1990, C.S 22, the Board was entitled to proceed in the tenant's absence and that the tenant was reasonably able to participate in the hearing.
7. I am of the view that *King-Winton* does not stand for the proposition that forgetfulness, distraction, lack of attention to detail or disregard for the date of a hearing entitles a party to a new hearing. A party who fails to attend a hearing should not be in a better position than the party who attends, and a party should not benefit from their conduct by delaying the proceedings. (See also TNL-83955-16-RV)
8. What appears to be the case here is a lack of due diligence on the Tenants' part. That is not the same thing as not being reasonably able to participate. (See: *Khani v. Zhang*, 2019 ONSC 1362 (CanLII) (Div. Ct.), and *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII) (Div. Ct.).
9. Additionally, In *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.), the Divisional Court affirmed at paragraph 10 that a party who seeks to adjourn a scheduled Board proceeding must give "sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted." With respect to medical issues that could interfere with one's ability to participate in the Board proceeding, the Court stated that the party should "at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when... the patient will be well enough to attend court and participate as required."

10. I find the principle enunciated in *Wang v. Oloo* – the need to provide sufficient information to determine an adjournment request – also applies to review requests where a party submits they were not reasonably able to participate in the Board proceeding, pursuant to subsection 209(2) of the *Residential Tenancies Act, 2006*. The requirement to give sufficient information is consistent with Rule 26.8e of the Board's Rules of Procedure. (see also LTB-L-002871-25-RV)
11. In this case, I find that the evidence before the Board suggests that the Tenant received the notice of hearing and chose not to attend or to send someone on their behalf to request an adjournment of the hearing when they felt unwell. The Tenant confirmed receipt of the notice of the hearing from the Board and they were aware of the hearing date as of October 26, 2025. I do not accept the Tenant's evidence they were so unwell that they could not attend the hearing. They filed no medical evidence to support this assertion.
12. For these reasons, the request to review the order is denied. I am not satisfied that the Tenant was not reasonably able to participate in the hearing on November 19, 2025.
13. After denying the request for review at the hearing, the Tenant then indicated that they just require more time to move out of the unit and requested they be given until the end of April before lifting the stay on the eviction order so they could have more time to find alternative housing.
14. The Landlord was opposed to granting additional time beyond January 31, 2026.
15. After considering the Tenant's circumstances and their difficult financial position and considering the prejudice to the Landlord given the amount of increasing arrears, I found it appropriate to grant the Tenant until February 17, 2026 before lifting the stay and no later.

It is ordered that:

1. The request to review order LTB-L-076196-25 issued on November 26, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 17, 2025 is cancelled. The stay of order LTB-L-076196-25 is lifted February 17, 2026.

January 28, 2026
Date Issued

Terri van Huisstede
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.