



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

**File Number:** LTB-L-063050-24-RV

**In the matter of:** A, 38 LAUREL ST  
WATERLOO ON N2J 2H2

**Between:** 2307426 Ontario Inc.

Landlords

**and**

Naga Abhishek Derangula  
Varun Mohan Matta

Former Tenants

### **Review Order**

2307426 Ontario Inc. and 2307426 Ontario Inc. (the 'Landlords') applied for an order requiring Naga Abhishek Derangula and Varun Mohan Matta (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenant owes.

This application was resolved by order LTB-L-063050-24 issued on September 12, 2025 following a hearing on July 8, 2025 that the Former Tenant Naga Abhishek Derangula did not attend.

On October 10, 2025, the Former Tenant Naga Abhishek Derangula requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 6, 2025, the Board granted interim order LTB-L-063050-24-RV-IN staying the order issued on September 12, 2025 and directing a hearing of the request for review.

The request for review came before me in videoconference 149 on December 3, 2025.

The Landlord's agent Janice Sukhiani and the Former Tenants attended the hearing.

### **Determinations:**

1. On July 8, 2025, the Landlord and the Former Tenant Varun Mohan Matta appeared before the Board for a hearing of the Landlord's rent arrears application. The Board granted the application by order of September 12, 2025 awarding rent arrears for the period April 1, 2024 to August 29, 2024 being the end of the lease term because the Board found that the tenancy had not been lawfully terminated and that the Landlord had met its onus of showing it had taken reasonable steps to minimize its losses in accordance with section 16 of the *Residential Tenancies Act, 2006* (the 'Act').

2. On October 10, 2025, the Former Tenant Naga Abhishek Derangula requested a review of that order stating he was not reasonably able to participate in hearing and also that the order discloses serious errors.
3. The Former Tenant Varun Mohan Matta has not requested a review of the order but appeared to give testimony in support of Mr. Derangula's request for review. It's clear from his testimony that he too feels he did not receive an adequate hearing because the stress of the moment prevented him from making his representations as fully as he would have liked. He did not submit that his interests are adverse to Mr. Derangula's nor did I hear any testimony that might suggest they are.
4. The essence of Mr. Derangula's submissions is that the Former Tenants had intended to raise three items of disrepair—ceiling leaks, plumbing and HVAC issues—under subsection 87(2) of the Act in response to the Landlord's application but were prevented from doing so because Mr. Derangula's internet connection failed. He also submits it was an error for the Board not to consider those issues in any case.
5. Mr. Matta did not raise the disrepair issues because he had been relying on Mr. Derangula to do so on their behalf. Mr. Matta testified that as far as he knew his role was limited to supporting Mr. Derangula. He made no mention of this to the Board hearing the application even after he was asked whether Mr. Derangula intended to participate.
6. If he had been able to join the hearing, Mr. Derangula intended to demonstrate that the Landlord's breach of its obligations related to rectify the disrepair forced the Former Tenants to vacate. The Former Tenants are both vulnerable persons because of underlying health conditions who could not risk exposure to unsafe living conditions. They vacated before the end of the lease term to seek medical attention abroad. These representations are contained in a letter attached to an email Mr. Derangula sent to the Board on June 27, 2025. The letter includes some 50 pages of medical documents and two photographs of peeling plaster from a roof. Mr. Matta is copied in the email and confirmed in testimony before me that he had received that email on June 27, 2025, that is, in advance of the July 8, 2025. The Landlord is not included on the email and there is no evidence that Former Tenants disclosed their allegations of disrepair to the Landlord as required by subsection 83(2) and the Rule 19.4 of the Board's *Rules of Procedure*.
7. If they had been able to make their representations as fully as they had hoped, the Former Tenants also intended to argue that it was the disrepair which prevented the Landlord from fully mitigating its losses—the rental unit was in such poor condition that it was difficult to market it to other potential tenants. This argument is not featured in the Former Tenants' letter of June 27, 2025. It contradicts Mr. Matta's evidence and submissions made to the Board during the July 8, 2025 where he took the position that he had procured prospective tenants only that the Landlord's property manager would not cooperate in the process. Mr. Matta explained that he did not mention any disrepair during the hearing because he assumed their letter and attachments would have been read and considered by the Board. The allegation that the Landlord's inability to mitigate was due to the disrepair is not featured in their letter. It appears to be an afterthought.
8. Mr. Derangula now argues that apart from his inability to reasonably participate, the Board seriously erred by not considering the Former Tenants' allegations of disrepair and the Former Tenants' health challenges.

9. I have reviewed the recording of the hearing July 8, 2025 hearing in its entirety. Mr. Matta detailed his and Mr. Derangula's health conditions to explain why the Former Tenants had to vacate before the end of the lease term. He explained that he was having trouble with the stairs in the rental unit but managing with difficulty until his condition worsened and he had to travel abroad to seek medical attention. His evidence and submissions were focused on the Former Tenants' efforts to find a renter and the Landlord's failure to cooperate. He did not testify that he requested or that the Landlord unreasonably withheld consent to an assignment or sublet. He did not allege that the Landlord failed in their duty to accommodate the Former Tenants' illness. He did not allege that it was the disrepair that forced the Former Tenants him to vacate. In fact he did not mention any disrepair during his 30-minute hearing. Nor did he mention that he had expected his co-tenant Mr. Derangula would appear to give further evidence and submissions on those or any other topics.
10. I am not satisfied that the Mr. Derangula was not reasonably able to participate in the July 8, 2025 hearing because I find the explanation for his failure to appear and Mr. Matta's supporting testimony to be unreliable. Mr. Derangula testified that he had returned to Canada in time for joining his hearing. The evening before, he spoke to Mr. Matta and emailed him the documents. At 8:30 on the morning of the hearing, he spoke with Mr. Matta in anticipation of their hearing. But he was unable to join the virtual hearing because his internet connection was weak. He did not attempt to join by telephone using the details in the Notice of Hearing because he didn't know that was an option.
11. Mr. Derangula didn't call Mr. Matta to advise he wouldn't be able to participate in the hearing because he knew Mr. Matta's phone would be engaged. He didn't contact the LTB's technical support for assistance whose contact details are also set out in the Notice of Hearing because he didn't read those details. Instead he called his internet service provider and waited on hold until around 10:30 am. His internet service provider advised him to reset his equipment which resolved his issues. He joined the virtual meeting at some time around 11:00 am. By then, his hearing was finished.
12. Mr. Derangula testified the moderator refused to let him speak to the adjudicator. Instead the moderator took him to a breakout room and told him there is nothing further he could do now that the hearing had ended.
13. Mr. Derangula at first testified that he called Mr. Matta to say that he was having technical difficulties and asked him to attend the virtual hearing in his stead. He then recounted a different recollection of events. He explained that he knew Mr. Matta had joined the hearing at 9:00 am using his mobile phone so Mr. Derangula did not call Mr. Matta to advise Mr. Matta of his connectivity issues for fear that such a call would disconnect Mr. Matta from the virtual hearing room. Instead he sent a text message which Mr. Matta did not read until after the hearing had finished. The text message was not produced.
14. I find Mr. Derangula's decision to wait on hold with his internet service provider instead of taking more active measures to overcome his difficulties (such as resetting his router or calling the LTB's for support assistance) or at least to alerting someone of his difficulties

(such as calling Mr. Matta or the LTB or the Landlord) is not consistent with the diligence parties are expected to exercise in dealing with their legal affairs.<sup>1</sup>

15. I find Mr. Derangula's testimony that the moderator would not let him speak to the adjudicator and advised him there is nothing further he can do about his failure to attend to be implausible.
16. Mr. Matta's testimony has problems also. Near the end of the July 8, 2025 hearing, on enquiry from the Board, Mr. Matta advised the Board that he had expected Mr. Derangula to be present but that Mr. Derangula was not answering his call. He did not explain that he was relying on Mr. Derangula to make the Former Tenants' presentation to the Board or that he felt unprepared to proceed for any other reason. He did not ask for a recess or an adjournment to allow Mr. Derangula to attend or for any other reason because he didn't realize that was an option. He did not mention disrepair because his focus was to present evidence and submissions on the Landlord's alleged failure to permit viewings to prospective renters. He discussed his mobility issues at great length but did not indicate that the hearing process was making him anxious or nervous or stressed as he did before me.
17. Mr. Matta also testified that he wasn't able to remember everything and in fact considered his role to be limited to supporting Mr. Derangula in his presentation. He did not mention any of these cognitive limitations to the Board hearing the application or request accommodation for any other reason. But he did explain them to me. He testified his illness prevented him from presenting his case as fully as he would have liked because important conversations make him anxious. He pointed me to his medical records that confirm he has limited mobility. His medical records do not speak of cognitive impairments and he conceded in testimony that he has none.
18. While none of these omissions and inconsistencies alone would be enough to undermine the Former Tenants' credibility, in aggregate they have left me with serious misgivings about the reliability of their testimony and of Mr. Derangula's sincere desire to participate. I find his decision to remain on hold with his internet service provider instead of making efforts to join the hearing or to alert Mr. Matta or the LTB to his difficulties are not consistent with the diligence parties are expected to exercise in dealing with their legal affairs and do not show a genuine desire to participate.
19. In arriving at my decision, I have borne in mind the values expressed in the *Human Rights Code* which has quasi-constitutional status. In a case such as this where a party's *Code*-protected characteristics may be relevant to their ability to participate, the Board must consider and account for those characteristics.<sup>2</sup> A rehearing is warranted where there is credible evidence to show that illness prevented party from appearing for their hearing.<sup>3</sup>
20. In this case, the Tenant's *Code*-protected characteristic—Mr. Matta has mobility limitations and Mr. Derangula had to travel abroad for medical reasons that I need not mention here—are not connected to their ability to participate to their hearing. The Former Tenants raised their health-related challenges as a defence to the Landlord's application but did not

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<sup>1</sup> *Q Res IV Operating CP Inc. v. Berezovs'ka.*, 2017 ONSC 5541 at para. 8 (Div. Ct.).

<sup>2</sup> *Duncan v. Toronto Community Housing*, 2015 ONSC 4728 at para. 4 (Div. Ct.).

<sup>3</sup> *Bell v. Peel Living*, [2005] O.J. No. 6361 at paras. 5-6 (Div. Ct.).

lead sufficient credible evidence to show those challenges prevented their reasonable participation in the hearing.

21. I find that Mr. Derangula was given an adequate opportunity to participate. There is no unfairness where a party is afforded the opportunity to be heard but forgoes that right.<sup>4</sup> It follows that the Former Tenants' attempts to adduce fresh evidence through Mr. Derangula also fails: this evidence was available at the time of hearing and could have been presented through due diligence.<sup>5</sup>
22. I find that there is no error in the Board's decision. Quite apart from the fact that the Former Tenants' allegations of disrepair were not properly disclosed as required by subsections 87(2) and 83(2) of the Act, they weren't even mentioned. The Board is required to permit tenants to raise their issues at a rent arrears application provided they disclose their issues according to the Board's *Rules of Procedure*. The Board also has discretion to relieve a tenant from their failure to comply with the disclosure requirements where they offer an adequate explanation. The Board has no obligation to decide issues not placed before it or grant relief that is not requested.<sup>6</sup>
23. Based on the evidence and submissions presented at the hearing, the Former Tenant Naga Abhishek Derangula has not satisfied me that there is a serious error in the order or that a serious error occurred in the proceedings or that the Former Tenant Naga Abhishek Derangula was not reasonably able to participate in the proceeding.
24. However, the order awarded the Landlord arrears of rent to August 29, 2024 although its application only claims arrears to July 31, 2024. It is breach of natural justice to make awards not requested.<sup>7</sup> That portion of the order will be corrected.

**It is ordered that:**

1. The request to review order LTB-L-063050-24 issued on September 12, 2025 is granted in part. That order and interim order LTB-L-063050-24-RV-IN issued on November 6, 2025 are cancelled and replaced by the following.
2. The Former Tenants shall pay to the Landlord \$12,100.00 which represents rent owing up to July 31, 2024.
3. The Former Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$3,100.00 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
5. The total amount the Former Tenants owe the Landlord is \$9,191.80\*. See Schedule 1 for the calculation of the amount owing.

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<sup>4</sup> *Delic v. Enrietti-Zoppo*, 2022 ONSC 1627 at para. 22 (Div. Ct.).

<sup>5</sup> *Turner v. Dong* 2024 ONSC 5081 at para. 26 (Div. Ct.).

<sup>6</sup> *Baig v. Williams*, 2016 ONSC 5380 at para. 9(6) (Div. Ct.); *Jedediah Drummond v. Ridgeford*, 2024 ONSC 4658 at para. 41 (Div. Ct.).

<sup>7</sup> *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160 at paras 10-11 (Div. Ct.).

6. If the Former Tenants do not pay the Landlord the full amount owing on or before September 23, 2025, the Former Tenants will start to owe interest. This will be simple interest calculated from September 24, 2025 at 4.00% annually on the balance
7. The interim order LTB-L-063050-24-RV-IN issued on November 6, 2025 is cancelled.

**February 2, 2026**  
**Date Issued**

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**Nersi Makki**  
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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

|                                                                  |              |
|------------------------------------------------------------------|--------------|
| Rent and Compensation Owing To July 31, 2024                     | \$12,100.00  |
| Application Filing Fee                                           | \$186.00     |
| Less the amount of the last month's rent deposit                 | - \$3,025.00 |
| Less the amount of the interest on the last month's rent deposit | - \$69.20    |
| Total amount owing to the Landlord                               | \$9,191.80   |