



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

Citation: 1897365 Ontario Inc. v Sauve, 2026 ONLTB 10509

Date: 2026-01-30

File Number: LTB-L-042880-25-RV

In the matter of: 1604, 150 MARKETPLACE AVE
NEPEAN ON K2J6V2

Between: 1897365 Ontario Inc. Landlord

And

Shawn Sauve Tenant

Review Order

1897365 Ontario Inc. and 1897365 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Sauve (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-042880-25 issued on August 15, 2025 pursuant to a hearing held on August 12, 2025 that only the Landlord's Legal Representative, Daniel Moak, attended.

On August 20, 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 August 21, 2025 interim order LTB-L-042880-25-RV-IN was issued, staying the order issued on August 15, 2025

The review was heard by videoconference on September 10, 2025 and December 16, 2025.

The Landlord's Agent Muhammad Dilawer, and the Tenant attended the hearing on both dates.

James Moak ("JM") attended the hearing and acted as the legal representative for the Landlord on September 10, 2025, and attended the hearing and acted as a witness for the Landlord on December 16, 2025, as further enumerated below.

The Landlord's Legal Representative, Daniel Moak, attended the hearing on December 16, 2025.

At the September 10, 2025 hearing date the Tenant indicated they intended to rely on a conversation they allege occurred with JM as the basis for having given the Landlord notice they

vacated the rental unit at a time prior to the application having been filed. On this basis, JM requested an adjournment in order to be able to serve as a reply witness for the Landlord in the proceeding, and as JM submitted it would not be appropriate for him to serve both as a reply witness and legal representative in these circumstances.

After hearing submissions from the parties, I determined an adjournment was necessary in these circumstances as JM was put in a potential conflict of interest in acting both as legal representative and witness and procedural fairness required that JM be permitted to serve as a reply witness for the Landlord.

Determinations:

1. The Tenant requested a review of order LTB-L-042880-25 issued on August 15, 2025 both on the basis that it contained a serious error and that they were not able to reasonably participate in the hearing.
2. On the basis of the evidence and submissions taken in the hearing, I am not satisfied that there is a serious error in the order, that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding for the reasons below.

There Was No Serious Error

3. The Tenant submits there was a serious error in the order as they vacated the rental unit by May 10, 2025 and therefore should not be held responsible for any rent after that date.
4. While the Tenant did not attend the August 12, 2025 to give evidence in this regard, as the Tenant alleges they were not in possession of the unit on the date the application was filed, I find that this goes to the jurisdiction of the LTB to hear the initial application as filed, and on that basis a determination in this regard must be made.
5. The Tenant testified that they called JM on May 9, 2025 after having received an N4 Notice of Termination to see if the Tenant could work out some arrangement to stay in the rental unit. The Tenant testified he was told that he either had to pay the rent he owed or leave the rental unit and so the Tenant told JM that he would leave. The Tenant testified that he did not give JM any date that he intended to leave by, but simply told JM that he would vacate.
6. The Tenant testified that given this, he left the rental unit on May 10, 2025 and dropped keys at the concierge desk, which does not have anyone manning it. The Tenant testified that he assumed the Landlord would figure out that he had left.
7. I find that the above actions are insufficient to give the Landlord notice that the Tenant had actually vacated the rental unit. The Tenant does not allege that by the date the Landlord filed this application they ever told an agent of the Landlord that he had actually left, or that he would leave on a specified date, or that he gave the keys to the unit to any agent of the Landlord. A party simply stating they will leave sometime in the future, without a set date, is insufficient to establish that party has given up possession of the rental unit.
8. The Tenant also testified that at some time later he was called by the new superintendent for the residential complex and told them that he had vacated the rental unit. I find it

unnecessary to make determinations in this regard, as the time period this was alleged to occur was after May 26, 2025, the date the application was filed.

9. On the basis of the above, I find the Tenant had not delivered vacant possession of the rental unit to the Landlord when the application was filed, and that therefore there was no serious error in the order or proceedings by the LTB proceeding on the application as filed and determining the Tenant was still in possession of the rental unit as of the August 12, 2025 hearing based upon the evidence presented on that date.

The Tenant Was Able to Reasonably Participate

10. The Tenant submits they were not able to reasonably participate in the hearing as they did not receive a copy of the Notice of Hearing. I do not find the Tenant to be credible in this regard for the reasons below.
11. The Tenant testified that since they had already moved out of the rental unit when the Notice of Hearing was sent, they never received it.
12. However, when asked how the Tenant received order LTB-L-042880-25, the Tenant testified he received it by mail, as the Tenant had established mail forwarding. The Tenant further established that while he was not sure when exactly he established the mail forwarding, but that it was probably May 10th to May 15th, 2025. The LTB's records indicate the Notice of Hearing was sent by e-mail on May 29, 2025, and physical mailing on June 17, 2025.
13. When confronted with the fact that the mailing had occurred after the Tenant stated he set up mail forwarding, the Tenant testified that he had initially had issues with mail forwarding, and that mail hadn't started forwarding when it was set up. The Tenant indicated that he had records of this, but filed no evidence to support this assertion.
14. The Tenant further testified that all e-mails from the LTB go to his junk mail, and so never came to his attention. The Tenant testified that he received nothing after the N4 Notice of Termination until he received order LTB-L-042880-25, including that he received no e-mails from the LTB until he received order LTB-L-042880-25 by mail and checked his junk folder. The Tenant was asked to clarify this several times and reiterated this was the case.
15. The records of the LTB reveal that this testimony was not credible. The LTB's records show instead that:
 - a. The Tenant was sent an e-mail with a PIN for the Tribunals Ontario Portal for this matter on May 26, 2025 at approximately 3:47 p.m.; and
 - b. The Tenant logged into the Tribunals Ontario Portal on May 26, 2025 at 4:03 p.m. and changed his preferences to consent to e-mails from the LTB, and then at 4:04 p.m. changed his preferences back to not consent to e-mails from the LTB.
16. When confronted by the fact that the Tenant had received this e-mail from the LTB within approximately 16 minutes of it being sent, and that the Notice of Hearing was sent to the parties three days later by e-mail, the Tenant changed his testimony and acknowledged that he did know there was a hearing coming, but stated he did not know when the hearing

was. The Tenant alternatively said that he was scrambling to try to figure out how to log into the hearing but couldn't figure out how to do so. These things are not consistent with each other, and are not consistent with the testimony the Tenant originally gave.

17. I find based on these inconsistencies, and the changes in the Tenant's testimony when confronted by facts within the LTB's records, that the Tenant is not credible in the assertions that he did not receive the Notice of Hearing and did not know of the hearing date until it had passed.
18. I note that in *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 541 (Div. Ct.), the Divisional Court held that, "Lack of diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that lack of diligence constituted a reason not to grant the landlord a rehearing. If parties are not diligent in dealing with legal proceedings, then they cannot demand that a Tribunal waste its resources by rehearing matters a second time."
19. Having found that the Tenant's submission that they were unaware of the hearing until after the order was issued is not credible, I find that the Tenant has failed to show they were not able to reasonably participate in the hearing. I find instead given that they were aware of these matters, and chose not to engage with them, that this constitutes a lack of diligence in dealing with these proceedings.
20. On the basis of the above, the request to review order LTB-L-042880-25 is denied.
21. Given that the Tenant is not currently in possession of the rental unit, the remaining operable portions of order LTB-L-042880-25 are only financial in nature. Given this, there was no reason presented in the hearing as to why the lifting of the stay should be delayed, and therefore the stay shall be lifted immediately upon issuance of this order.

It is ordered that:

1. The request to review order LTB-L-042880-25 issued on August 15, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on August 21, 2025 is cancelled. The stay of order LTB-L-042880-25 is lifted immediately.

January 30, 2026
Date Issued

Benjamin Seigel
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.