



Order under Section 87 Residential Tenancies Act, 2006

Citation: Sharma v Li, 2026 ONLTB 11392

Date: 2026-02-04

File Number: LTB-L-006666-25

In the matter of: Main Floor, Room #4, 238 WESTCOURT PL
WATERLOO ON N2L2R7

Between: Rajiv Sharma Landlords
Karolina Sharma

And

William Hongyu Li Former Tenants
Jianguo Li

Rajiv Sharma and Karolina Sharma (the 'Landlords') applied for an order requiring William Hongyu Li and Jianguo Li (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

This application was heard by videoconference on January 22, 2026.

Only the Landlord's legal representative Ajmer Singh Mandur attended the hearing.

As of 11:11 a.m., the Former Tenants were not present or represented at the hearing.

Determinations:

1. As explained below, the Landlords' application is dismissed.
2. The Former Tenants vacated the rental unit on February 8, 2024.
3. This matter was previously scheduled at the LTB on July 30, 2025. On this hearing date, the matter was adjourned at the Landlords' legal representative's request and the Board permitted another opportunity for the Landlords to serve a copy of their L10 application along with the new Notice of Hearing to the Former Tenants. The adjournment was marked peremptory on the Landlords.
4. I am not satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure nor I am satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing using a method permitted in subsection 191(1.0.1) of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3.3 of the LTB's Rules of Procedure.

5. The Landlords' legal representative filed two certificates of services outlining the method of service the documents were served to the Former Tenants. These documents were served to the Former Tenants on October 20, 2026, via mail to their "current address", and on January 14, 2026, via email.
6. The Board's Interpretation Guideline (No.11) mentions that *"If the landlord indicates that they served the application and notice of hearing by sending it to the former tenant's current residence and the tenant is not present at the hearing, the landlord must be able to explain at the hearing how they determined the former tenant's current residence."*
7. When the Board inquired as to how the Landlords determined the Former Tenants' current address, the Landlords' legal representative advised the documents were mailed to the address that the Former Tenants had provided to the Landlords at the time the tenancy agreement was signed. A completed tenant information form and a copy of the lease agreement both dated August 22, 2023, along with copies of the Former Tenants' driver licence - collected at the time the tenancy agreement was signed, were filed as evidence with the Board. The completed tenant information form and the Former Tenants driver licence have the same address as the address listed on the Certificate of Service where the L10 application and Notice of hearing were served ("164 Toynbee Trail, Scarborough, Ontario, M1E 1G6").
8. Based on the evidence adduced at the hearing, and the submissions of the legal representative, it was clear that the documents were served to Former Tenants' *"last known address"*.
9. Subsection 191(1.0.1) of the Act reads, despite subsection (1) a notice or document is sufficiently given to a tenant or former tenant who is no longer in possession of a rental unit,
 - (a) by handing it to the tenant or former tenant;
 - (b) by sending it by mail to the address where the tenant or former tenant **resides**;
 - (c) by handing it to an apparently adult person where the tenant or former tenant **resides**; or
 - (d) by any other means allowed in the Rules.

[Emphasis Added]

10. The use of the present tense word "resides" means a former tenant(s) current address. In other words, the address where the former tenant(s) is/are currently residing.
11. Serving respondents at their last known address is not a permitted method of service in subsection 191(1.0.1) of the Act and Rule 3.3 of the LTB's Rules of Procedure. The Landlords' legal representative confirmed that no steps were taken to ascertain the Former Tenants' current address, and did not provide sufficient evidence to establish that the documents came to the attention of the Former Tenants (s.191(2)). Accordingly, I was not satisfied the Landlords served the documents in accordance with the Act and Rule 3.3 of the LTB's Rules of Procedure.
12. With respect to the service of documents by email, this method of service is permitted under Rule 3.3(c) of the LTB's Rules of Procedure. However, this rule establishes a two

part test, and it states that a document may be served on a former tenant no longer in possession of a rental unit by email if: *(1) during the tenancy the tenant or former tenant had consented in writing to service by email; and (2) if it can be proven that the contents actually came to the attention of the tenant or former tenant.* The Landlords' legal representative did not provide sufficient evidence that during the tenancy, the Former Tenants had consented in writing to email service of documents. He confirmed the emails on the lease agreement were the emails of the Landlords. Thus, I was not satisfied that during the tenancy the Former Tenants had consented in writing to service by email.

13. Alternatively, had the Landlords established consent in writing given by the Former Tenants to email service, the Landlords would still not meet the criteria under Rule 3.3(c). The Landlords' legal representative served the documents to the Former Tenants via email on January 14, 2026. A copy of an email correspondence dated January 14, 2026, was filed as evidence with the Board and it confirms the documents were only sent on this date. The Landlord's legal representative did not provide sufficient evidence that these documents came their attention. Furthermore, these documents sent via email were not sent 30 days prior to the hearing date. Thus, I was not satisfied that the Landlords served the Former Tenants with the application and Notice of Hearing at least 30 days before the hearing as required under Rule 5.8 of the Board's Rules of Procedure.

14. For the above noted reasons, the Landlords' application is dismissed.

Adjournment Request

15. The Landlords' legal representative requested an adjournment because his instructing clients were not present at the hearing. A copy of a medical note dated January 19, 2026, was filed as evidence with the Board to support the request for the adjournment.

16. Considering the factors enumerated in the guidelines with respect to adjournments, I declined the adjournment request. Adjournment is not automatic right. The previous adjournment was already made peremptory on the Landlords. The medical note dated January 19, 2026, was for Mr. Rajiv Sharma and it mentioned that he will be reviewing LTB documents with his medical professional at an upcoming scheduled appointment and the adjournment was being sought for this reason. However, no reasonable explanation was provided by the legal representative as to why the other named landlord party, could not attend the hearing. The Landlords' legal representative was at the hearing on their behalf. He was prepared, he filed documentary evidence and made submissions to the preliminary issue pertaining to the service of documents onto the Former Tenants. Based on his evidence, I had made determinations pertaining to the preliminary issue of service of documents onto the Former Tenants and advised that the application was being dismissed. No further issues remained to be decided on the matter for which an adjournment was necessary. Accordingly, the request for the adjournment was denied.

It is ordered that:

1. The Landlords' application is dismissed.

February 4, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

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