



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

Citation: Ding v Aghasi, 2026 ONLTB 12915

Date: 2026-02-12

File Number: LTB-L-069547-25-RV

In the matter of: BASEMENT UNIT, 6 JOSIE DR
RICHMOND HILL ON L4C7G1

Between: Hengjing Ding Landlord

And

Hesam Amir Aghasi Tenants
Maliheh Aghasi

Review Order

Hengjing Ding (the 'Landlord') applied for an order to terminate the tenancy and evict Hesam Amir Aghasi and Maliheh Aghasi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was resolved by order LTB-L-069547-25 issued on October 30, 2025.

On November 7, 2025, the Tenant, Hesam Amir Aghasi, requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 10, 2025 interim order LTB-L-069547-25-RV-IN was issued, partially staying the order issued on October 30, 2025

The review was heard by videoconference on December 8, 2025.

The Landlord, the Landlord's legal representative, Yun Tao Lo, and the Tenant, Maliheh Aghasi, attended the hearing.

Determinations:

1. On the basis of the submissions made before me, on a balance of probabilities, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenant, Hesam Amir Aghasi (HA), was not reasonably able to participate in the proceeding.
2. The first issued before the Board is to determine whether the order contains a serious error by including HA as a named party to the application.

3. Only the second named Tenant, Maliheh Aghasi (MA), attended the review hearing. MA testified that HA was at work and has provided her with authority to speak on his behalf.
4. MA testified that HA attended the hearing on October 23, 2025, however, because he had to go to work, he left. MA testified that the Board moderator told HA to stay because he was named on the lease agreement, however, since he had to go to work, it would be okay for HA to leave. MA further testified that she was present at the October 23, 2025 hearing and had authority to speak on behalf of HA.
5. MA testified that before entering into the consent agreement, she advised the Landlord and the Board mediator that HA was no longer living in the unit, therefore, she assumed that HA would be removed as a party to the application. MA acknowledges that she never requested HA to be removed as party to the application.
6. MA submitted an undated letter addressed to the Board from HA, where he makes a request to be removed as a named party to the application, in part, the letter states, "Although I initially signed the lease agreement, I was unable to reside in the premises for more than three days due to serious misrepresentations about the unit and uninhabitable living conditions". MA takes the position that this proves that HA never moved in. MA acknowledges that neither her nor HA advised the Landlord that HA had moved out until October 13, 2025, when the N4 notice of termination was received.
7. MA asserts that she is the only person responsible for living in the rental unit and for the rent arrears. MA requests that HA's name be removed as a party to the application failing which, it will be difficult for them to obtain alternative accommodations.
8. The Landlord is opposed and requests that the review be denied. The Landlord takes the position that both MA and HA signed the lease agreement, HA never gave a notice to vacate, and there was never an agreement to terminate the tenancy with HA. MA was present at the October 23, 2025 hearing, and had authority to speak on HA's behalf, a consent order was issued and MA never requested that HA be removed as a party to the application. The Landlord takes the position that the Tenant filed this review because the Tenants cannot find alternative accommodations. The review should be denied.

Analysis

9. Subsection 13(2) of the *Residential Tenancies Act, 2006*, the ("Act"), provides that, a tenancy agreement takes effect when the tenant is entitled to occupy the rental unit, whether or not the tenant actually occupies it.
10. It was MA's direct testimony that both her and HA signed the lease agreement, the undated letter signed by HA also confirms that he signed the lease agreement. Although MA testified that HA never moved in, this is contradicted by HA's undated letter that states "I was unable to reside in the premises for more than three days", this confirms that HA did move into the rental unit. It was uncontested that HA did not give the Landlord a notice to vacate, and MA never requested that HA be removed as a party to the application. Even if HA never moved into the unit, pursuant to subsection 13(2) of the Act, the tenancy agreement took effect on the date the tenants were entitled to occupy the unit. Accordingly, naming HA as a party to the application is not an error.

11. I also noted that the order was issued on consent. MA had the opportunity at that time to raise any objection to the agreement or to advise the Board mediator that she requested to remove HA as a party to the application but did not do so.
12. The Divisional Court has stated that “parties ought not to be easily able to revisit Board orders that have been made on consent. The effective resolution of matters that come before the Board will be greatly impaired if parties can continually seek to revisit issues that they have earlier agreed to resolve.” (*Trust Construction Corporation v. McKie*, 2017 ONSC 4702)
13. The Divisional Court also stated that “The policy of the courts is to promote settlement. The discretion to refuse to enforce a settlement should be exercised rarely...agreements, and joint submissions, are serious and they should not be easy to simply overturn. To allow parties, after the fact, to raise claims they could have or allow second thoughts after an agreement is struck would cause unnecessary waste on our Tribunals and Courts. No one, even with an order, would feel safe to rely on what has been agreed to. This would not be a just result.” (*Gent v. IMH Pool III LP*, 2017 ONSC 7230 CanLII).
14. With respect to the allegation that HA was not reasonably able to participate in the proceeding of October 23, 2025, on a balance of probabilities, I find that HA had all of the opportunity to attend the hearing but chose not to do so. I say this for the following reasons.
15. MA testified that the Board moderator advised HA to stay because he was named on lease agreement, however, when HA insisted he had to go to work, the moderator told HA to leave. Moderators are individuals that help with the sign in process and are not available to provide parties with guidance on their proceedings. I find that HA made the active choice to leave the hearing to attend work. HA also made the active decision to leave MA as an authorized representative.
16. I also note that HA is not present for this review hearing and again provided MA with authority to speak on his behalf because he again had job responsibilities to attend. While I sympathize with the decision faced by HA between attending work and the hearing, it is not grounds for review.
17. My finding is consistent with the Board’s approach in the following cases in which choosing to attend work rather than attending a hearing was found not to be grounds for review: *TEL-82989-17-RV (Re)*, 2017 CanLII 84863 (ON LTB), *TSL-75156-16-RV (Re)*, 2017 CanLII 28808 (ON LTB), and *TNL-56542-14-RV (Re)*, 2014 CanLII 57970 (ON LTB).
18. For these reasons, I am not satisfied that HA was not reasonably able to participate in the proceedings.
19. As I am not satisfied that HA was not reasonably able to participate in the proceedings, and in the absence of a serious error in the October 30, 2025 order or that a serious error occurred in the proceedings, the request to review the order must be denied.

It is ordered that:

1. The request to review order LTB-L-069547-25 issued on October 30, 2025 is denied. The order is confirmed and remains unchanged.
2. Order LTB-L-069547-25-RV-IN is cancelled.
3. The stay of order LTB-L-069547-25 is lifted immediately.

February 12, 2026
Date Issued

Mayra Sawicki
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.