



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

Citation: Kalia v Igbinomwanhia, 2026 ONLTB 14541

Date: 2026-02-18

File Number: LTB-L-097666-25-SA-RV

In the matter of: 911, 60 HONEYCRISP CRES
CONCORD ON L4K0N5

Between: Tulika Kalia Landlord

And

Efosa Igbinomwanhia Tenant

Review Order

Tulika Kalia (the 'Landlord') applied for an order to terminate the tenancy and evict Efosa Igbinomwanhia (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on November 3, 2025 with respect to application LTB-L-083632-25.

On November 25, 2025, the Tenant filed a motion to set aside order LTB-L-08632-25 issued on November 3, 2025. That motion was resolved by order LTB-L-09766-25-SA issued on December 17, 2025. Neither the Landlord nor the Tenant attended the motion on December 10, 2025.

On January 17, 2026, the Tenant filed a request to review order LTB-L-09766-25-SA issued on December 17, 2025 and that the order be stayed until the request to review the order is resolved.

On January 19, 2026, interim order LTB-L-097666-25-SA-RV-IN was issued, staying the order issued on December 17, 2025.

This review was heard by videoconference on February 10, 2026.

Only the Tenant attended the hearing. I was satisfied that the Landlord had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 10:13 a.m.

Determinations:

The Review

1. For the following reasons, the Tenant's request to review order LTB-L-09766-25-SA issued on December 17, 2025 is granted.

2. The Tenant testified that he did not attend the motion on December 10, 2025 because he was in a car accident on his way home from work. Given that the accident happened at approximately 12:30 pm., he was unable to log into the hearing at 1:00 p.m.
3. The Tenant produced a video and two photographs he took of his car and the accident. One of the photographs [Doc 7339779] is date stamped 12:28 pm December 10, 2025.
4. On the basis of the uncontested evidence before me, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. Therefore, the Tenant's request to review order LTB-L-09766-25-SA issued on December 17, 2025 is granted.

The *de novo* motion

There was a breach of the previous order

5. The Tenant admitted that he did not pay the arrears payment of \$1,386.00 by November 14, 2025. Therefore, I find that the Tenant failed to meet a condition specified in the order issued by the LTB on November 3, 2025 with respect to application LTB-L-083632-25.

The surrounding circumstances

6. The Tenant stated that his phone broke on November 14, 2025 which meant he could not e-transfer the arrears payment that day to the Landlord. Given that his phone broke after banking hours, he was unable to attend at the bank to facilitate the transfer of funds to the Landlord.
7. The Tenant obtained a new phone on November 15, 2025, only to find out that his bank account had been frozen due to fraudulent activity, namely someone was trying to access his bank account. Since it was a Saturday, the bank was already closed by the time he discovered that his bank account was frozen. The Tenant produced an audio recording of his telephone call with the bank wherein the bank representative confirms the Tenant's account was frozen and told him he would have to attend at the bank in person on November 17, 2025 [Doc 6902900].
8. The Tenant attended at his bank on November 17, 2025 but was told that his account could not be unfrozen while the bank was investigating the issue. The Tenant's bank account was unfrozen on November 22, 2025, at which time he e-transferred all of the rent arrears owed to the Landlord (i.e. not just the November 14, 2025 arrears payment) as well as rent for December 2025. The Tenant produced a copy of his e-transfer confirmation [Doc 6843850] to corroborate his testimony that he had paid all of the arrears to the Landlord as well as rent for December 2025.
9. The Tenant confirmed that that he paid rent for January 2026 but had not yet paid rent for February 2026. He said, however, that the Landlord had granted him extra time to pay rent for February 2026.
10. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-097666-25. I say this because I am satisfied that the Tenant has paid all arrears owed to the Landlord earlier than they were due. I found the Tenant credible and the Landlord did not attend the hearing to dispute the Tenant's evidence.

It is ordered that:

1. The request to review order LTB-L-097666-25-SA issued on December 17, 2025 is granted. The order is cancelled and cannot be enforced.
2. The motion to set aside Order LTB-L-097666-25, issued on December 17, 2025, is granted.
3. Order LTB-L-097666-25, issued on December 17, 2025, is set aside and cannot be enforced.
4. The previous order issued on November 3, 2025 with respect to LTB-L-083632-25 is unchanged.

February 18, 2026

Date Issued

Karen Gonçalves

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.