



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

Citation: Harvey v Bland, 2026 ONLTB 15126

Date: 2026-02-19

File Number: LTB-T-014497-23-RV

In the matter of: A, 65 Coxwell Avenue
Toronto ON M4L3B1

Between: Stephen Harvey Tenant

And

Brent Bland Landlord

And

Sujeewan Pavalagantharajah Purchaser

Review Order

Stephen Harvey (the 'Tenant') applied for an order determining that Brent Bland (the 'Landlord') and Sujeewan Pavalagantharajah (the 'Purchaser') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-014497-23 issued on January 15, 2026. The Purchaser did not attend the original hearing on December 3, 2025.

On January 15, 2026, the Purchaser requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 16, 2026 interim order LTB-T-014497-23-RV-IN was issued, staying the order issued on January 15, 2026.

This request to review was heard by videoconference on February 5, 2026.

The Landlord, the Purchaser, and the Tenant attended the hearing.

Determinations:

1. The Purchaser claims he was not reasonably able to participate in the December 3, 2025 hearing because he was not aware of the hearing.
2. The Purchaser's evidence was that he did not receive the notice of hearing, and said this may be because he recently changed addresses and has missed a lot of mail as a result.

3. The Purchaser was named as a party in the application. The matter initially came before the LTB on March 21, 2024, but was adjourned because the Purchaser was not present or represented at the hearing.
4. The Purchaser said that he recalls, at some point, a missed phone call/message from the Tenant requesting his details, and that there may have also been a text message, but he assumed that he would only be a witness.
5. The LTB's records, however, indicate that the Purchaser consented to receive documents from the LTB by email on July 15, 2025. This belies the Purchaser's position that he did not know he was a party to the application. The Purchaser said that he does not know if he consented to receive documents from the LTB by email. I find that he did, which the LTB's records clearly indicate.
6. The LTB then served the Purchaser with the notice of hearing for the December 3, 2025 hearing date on July 22, 2025, seven days after the Purchaser consented to receive documents from the LTB by email. The notice of hearing was served by email to the email address provided by the Purchaser.
7. The Purchaser speculated that perhaps the notice of hearing went into a "junk" folder.
8. The Tenant presented evidence of several attempts he made to contact the Purchaser to inform him of the proceeding. This included a phone call on March 4, 2024. The Purchaser did not answer the phone, but phoned the Tenant back, at which time the Tenant told the Purchaser that the initial hearing was scheduled later in March 2024 (DOC-7261090, p. 2).
9. The Tenant also sent a text message to the Purchaser in March 2024 to inform that evidence had been uploaded to the Tribunals Ontario Portal, but the Purchaser did not respond to this text message (DOC-7261090, p.3).
10. The Tenant and purchaser again spoke on the phone on March 11, 2024, at which time the Tenant said this proceeding was discussed (DOC-7261090, p.5).
11. Based on these documented communications, together with the Purchaser consenting to receive documents from the LTB by email relative to this proceeding, I find it is more likely than not that the Purchaser was aware of this proceeding, and was aware that he was a party to it.
12. The LTB will refuse to grant a request to review where the requestor's absence was the result of negligence, or if there was no reasonable explanation for the failure to attend. Lack of reasonable diligence in dealing with LTB proceedings is also a reason not to grant a rehearing to avoid a waste of resources: *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 12; *Gusain v. Arnold*, 2023 ONSC 3765 (CanLII), para 48; *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), para 8.
13. At the same time, the right to be reasonably able to participate in a proceeding must be interpreted broadly because it is a matter of natural justice: *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.); *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 14.

14. In this case the Purchaser was properly served with notice of hearing by the LTB. He consented to receive documents from the LTB by email, and the LTB sent the notice of hearing to the email address that the Purchaser provided. There is no indication in the LTB's file that the email bounced back or was not delivered.
15. Once a party to a proceeding consents to receive documents by email, the exercise of reasonable diligence includes monitoring one's email inbox, including junk or spam folders, for communication from the LTB.
16. If the Purchaser did not see the notice of hearing, I find that this was the result of his own lack of reasonable diligence. The notice of hearing was emailed by the LTB, and it is more likely than not that it was delivered to the Purchaser's email address. Had the Purchaser exercised reasonable diligence after consenting to receive documents from the LTB by email, he would have received the notice of hearing.
17. As Justice Sachs stated in *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), para 8, "[i]f 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. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders".
18. On the basis of the submissions made in the request, I am not satisfied that the Purchaser was not reasonably able to participate in the proceeding. Because I find that the Purchaser's failure to attend the hearing was caused by his own lack of reasonable diligence, the request to review is denied.

It is ordered that:

1. The request to review order LTB-T-014497-23 issued on January 15, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 16, 2026 is cancelled. The stay of order LTB-T-014497-23 is lifted immediately.

February 19, 2026
Date Issued

Mark Melchers
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.