



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

File Number: LTB-L-052722-25-RV

In the matter of: 2804, 11 CHARLOTTE ST
TORONTO ON M5V0M6

Between: Atul Goela Landlord
Arti Melanie Goela

And

Kyle Cain Tenant

Review Order

Atul Goela and Arti Melanie Goela (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Cain (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-052722-25 issued on September 24, 2025 as a result of a hearing that took place on September 8, 2025 where the Tenant was not in attendance.

On October 3, 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 October 6, 2025 interim order LTB-L-052722-25-RV-IN was issued, staying the order issued on September 24, 2025.

This application was heard by videoconference on November 3, 2025.

The Landlord and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the hearing.

Determinations:

1. For the reasons that follow, the request to review is denied and the order remains unchanged.

Request for Accommodation

2. By way of background, it appears that after the Tenant filed the review request, the Tenant submitted several requests to change the hearing format from electronic to written, which were denied as the evidence was insufficient to warrant granting this request.

3. At the beginning of the hearing, the Tenant made a further request to convert the hearing format from being a virtual hearing to a written hearing. In support of his request, he filed medical documentation – particularly a letter from his doctor's office to second his request for a written hearing.
4. In *Wang v. Oloo*, 2023 ONSC 1028 the Court finds the following with respect to doctor's notes:

[10] Further, the fresh evidence did not change the result. The doctor's note is inadequate to justify an adjournment. Courts have made this point, repeatedly, about doctor's notes. **It is the court, not the doctor, who decides whether the adjournment will be granted. Thus, a doctor's note must obtain sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. This should, at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when, in the doctor's opinion, the patient will be well enough to attend court and participate as required.** In this case, the LTB reconsideration panel was not satisfied that the doctor's note explained Mr Oloo's inability to participate in the hearing – either by telephone or by Zoom and did not further explain Mr Oloo's failure to attend to request an adjournment. These are factual findings and are not amenable to appeal in this court.

5. Similarly in this case, it is the LTB not the doctor who needs to decide whether the change to the hearing format from electronic to written should be granted. Looking at the doctor's note presented by the Tenant in support of their request, I find it fails to explain how the Tenant's disability is impacted by a virtual hearing and what the Board could do facilitate the Tenant's participation. Aside from indicating the Tenant's symptoms could be exacerbated and his concentration could be impaired it is unclear what actions the Board could take to facilitate the Tenant's participation besides granting his request.
6. I turn to the Board's Interpretation Guideline #17 which requires the party seeking accommodation to participate in the accommodation process by working with the Board so that the appropriate accommodation can be implemented. Accommodation must be provided in a manner that respects dignity and allows the party to participate in the Board's process.
7. In reviewing the doctor's letter, it is also unclear why the following measures are inadequate to allow the Tenant to participate at the hearing in a more fullsome manner; these measures are regularly employed by the Board to facilitate parties' participation (although I note they are not the only measures and requests need to be assessed on a case by case basis): having a support person or authorized agent to speak on their behalf or be with them throughout the hearing process, allowing him to take frequent breaks, allowing him to refer to his notes to keep his focus and concentration, and/or permitting him to participate via telephone only.
8. When I inquired with the Tenant about the above, the Tenant refused to make submissions in this regard and demanded his request be granted. Without being able to assess the above, I find the evidence is insufficient to grant the Tenant's request.

Request for Review

9. The Tenant's request to review asserts he was not reasonably able to participate at the hearing held on September 8, 2025 because his accommodation request was not processed before the hearing nor was his request to combine the L1 and T2 application.
10. I take this to mean he received the notice of hearing; this is supported by the evidence uploaded to the portal and the request to change the hearing format.
11. The problem with the Tenant's request is that the notice of hearing is clear that in the absence of a response from the LTB, the hearing will remain scheduled, and the parties are expected to attend.

So the Tenant knew or ought to have known that their attendance was still required in the absence of any response from the LTB and so it is unclear why the Tenant was absent, did not send an agent or bring a support person with them to the hearing on September 8, 2025 to make the request before the adjudicator or seek an adjournment or to request accommodation.

12. In fact, the Board's records show the Tenant writes to the Board on August 29, 2025 and explicitly states that he "will not attend any live sitting" and that the Board has to comply with his request for a written hearing.
13. Pursuant to subsection 209(2) of the *Residential Tenancies Act 2006*, the Board is empowered to review an order where a party to a proceeding was "not reasonably able to participate" in the hearing.
14. The question of what the phrase "not reasonably able to participate" means has been before the Divisional Court in a number of appeals from Board orders. What all of the Divisional Court cases have in common is the notion of fairness: a party who does not know about a hearing should have a chance to participate in a new one; a party that knows about the hearing and genuinely wants to participate but does not, should still have an opportunity to be heard.
15. I find the circumstances in this case do not fall under the scenarios above. I say this because it is uncontested that the Tenant received the notice of hearing. It appears he missed his hearing because he was adamant on his demand for a written hearing. That is not the same as not being reasonably able to participate.
16. In *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541, the Courts find at paragraph 8 the following:

[8].... 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. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders.

17. Similarly, I am not satisfied that the Tenant's choice to not attend the hearing in protest of the hearing format constitutes grounds to re-hear the application which was already properly before the Board.
18. Therefore, on the basis of the submissions made in the request, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding and the request to review is denied.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-052722-25 issued on September 24, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on October 6, 2025 is cancelled.
3. The stay of order LTB-L-052722-25 is lifted immediately.

February 17, 2026
Date Issued

Sonia Anwar-Ali
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.