



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

File Number: LTB-L-102833-25-RV

In the matter of: UPSTAIRS, 3732 BAYSWATER CRESCENT
MISSISSAUGA ON L4T2G5

Between: SUNDEEP SODHI Landlord

And

MAHMOUD RIHAWI SHAKER Tenant

Review Order

SUNDEEP SODHI (the 'Landlord') applied for an order to terminate the tenancy and evict MAHMOUD RIHAWI SHAKER (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was resolved by order LTB-L-102833-25 issued on February 3, 2026.

On February 13, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file.

Determinations:

1. The Tenant filed a request to review alleging two serious errors in the February 3, 2026 order:
 - The Member erred by conflating non-payment of rent with late payment of rent;
 - The Member did not account for the "prompt payment discount" when making a finding that the Tenant paid their rent on the date it was due.
2. In *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC 6864, the Divisional Court states:

[24] The LTB correctly interpreted and applied *Tataw* in this case. Remedies are available for persistent late payment of rent where that persistent late payment is also the subject of an arrears application before the LTB. The LTB's order was prospective, directing future payment of rent in full, and on time, and did not decide questions related to the calculation of arrears or the tenant's abatement claims.^[3] The parties drew to this court's attention a competing lines of authority at the LTB which, it is argued, hold that payment default issues may be addressed in

arrears proceedings, or in persistent late payment proceedings, but should not be addressed in both. These lines of authority appear to misread *Tataw* and should not be followed in future cases: the approach taken by the Board in this case was correct in law.

...

[26] *Tataw* answers Ms Parousis' concerns about procedural unfairness. It is not unfair that a tenant be ordered, prospectively, to pay their rent in full and on time pending final disposition of arrears and abatement issues. It is open to the LTB to make such an order in a separate proceeding, rather than within the arrears / abatement proceedings. I see no unfairness in the procedural choices made by the LTB in this regard. Further and in any event, if both sets of issues were in one proceeding, rather than two, this would not be a basis to defer an order arising from persistent late payment until final adjudication of the arrears / abatement issues. To the contrary, it is consistent with the [Act](#) that the LTB deal with persistent late payment allegations promptly to respond to tenants purporting to self-abate their rent – something tenants are not entitled to do under the Act.

3. Furthermore, in *Wright v. Hardit Corporation*, 2024 ONSC 5059, the Divisional Court states:

[12] With respect to the arrears application being heard separately from the application based on persistent late payment, the RTA permits the two different types of applications and does not require that they be heard together. Further, the Member expressly considered this Court's decision in *Tataw v. Minto Partner L.P.*, 2023 ONSC 4238, in which the Court disagreed with the submission that it was unfair to bring separate applications for arrears of rent and late payment: at para. 13. The Court held that these two types of applications were related but were different problems with distinct processes that usually lead to different remedies: at paras. 14, 19.

[13] It was not procedurally unfair for the LTB to hear the landlord's application separately, nor was it procedurally unfair to refer to the prior LTB decision about arrears in the Decision. The tenant participated fully in the prior application.

[14] The tenant also submitted that the hearing giving rise to the Decision was unfair because she did not have notice of the issues from which she could prepare for the hearing. This submission is not supported by the record, which shows that she did have notice.

[15] On the second issue, the LTB found that the tenant had persistently failed to pay the rent when due and had done so for each month for over a year. This is a finding of fact or of mixed fact and law and not the proper subject of an appeal: *Lerose v. Princess Apartments*, 2022 ONSC 7 (Div. Ct.), at para. 29.

[16] The tenant submits that there was an error in law because the LTB failed to distinguish between rent payments withheld for valid reasons and other failures to pay. The tenant has not shown that this is a legal requirement. The RTA states the grounds to evict, which are as follows: "The tenant has persistently failed to pay rent on the date it becomes due and payable." The statute does not distinguish based upon the reasons for the non-payment. The Member had the tenant's explanation and could have considered it in the exercise of discretion regarding whether to evict under s. 83. The Member did so and it did not assist the tenant. There was no error of law.

4. Consistent with *Parousis* and *Wright*, the Member was entitled to determine on the L2 application that the Tenant did not pay the full amount of rent on the date it became due. This does not constitute an error of law and does not raise an issue regarding non-payment of rent. By the Tenant's own admission, the rent was not paid in full as they relied on the "prompt payment discount to make up the shortfall.
5. In paragraphs 9 and 10 of the February 3, 2026 order, the Member directly addressed the Tenant's argument concerning the "prompt payment discount." The Member found that, regardless of the Tenant's understanding of the discount, the full rent had not been paid on the date it became due.
6. I find that there was sufficient evidence before the Member to support these findings of fact. The findings are rational and entitled to deference. In the absence of binding case law to the contrary, the Member's interpretation of the *Residential Tenancies Act* (the "Act") is reasonable and likewise entitled to deference.
7. The Board's review process is not an opportunity for a party to re-argue a matter that has been finally determined in the hope of securing a different outcome. Although the Tenant disagrees with the presiding Member's findings, the order demonstrates that the Member properly admitted and considered the relevant evidence and submissions. The order explains why the Member preferred the Landlord's evidence over the Tenant's and contains sufficient reasons. It is an adequate and legally sound order.
8. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-102833-25 issued on February 3, 2026 is denied. The order is confirmed and remains unchanged.

February 17, 2026
Date Issued

Brett Lockwood
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.