



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101218-25

In the matter of: 1112, 5033 FOUR SPRINGS AVE
MISSISSAUGA ON L5R0G6

Between: Vibhor Arora Landlord

And

Marcel Seman Tenant

Vibhor Arora (the 'Landlord') applied for an order to terminate the tenancy and evict Marcel Seman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 11, 2026.

The Landlord and the Landlord's Legal Representative Silvat M Syed and the Tenant attended the hearing.

Determinations:

The Adjournment Request

1. At the outset of the hearing the Tenant requested an adjournment. He testified that he did not receive the notice of hearing until the day before the hearing, when it was emailed to him by the Landlord's Agent. The Tenant testified that he required time to review his records and determine if he agreed with the quantum claimed by the Landlord and seek independent legal advice and prepare for the hearing.
2. After considering the Tenant's submissions I elected to deny the adjournment request.
3. Interpretation Guideline 1 states:

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
2. the issues in the application;
3. any prejudice that may result from granting or denying the request;
4. the history of the proceeding including other adjournments or rescheduling;
5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Member may consider the conduct of the party opposing the adjournment. For example, if the party opposing the request has shown bad faith or refused to provide information about their case to the other party which would allow them to prepare quickly for the hearing, this may affect the Member's decision.

4. While this guideline is not binding on me, I find no reason to deviate from it here.
5. The Boards records indicate that the notice of hearing was emailed to the Tenant on December 2, 2025, to the same email address used by the Landlord's Agent to send the Notice of Hearing to the Tenant. Therefore, as the Tenant confirmed that this was the same email address used by the Landlord's Agent, and he received their email without issue I am satisfied that he could also be expected to have received the notice of hearing from the Board on December 2, 2025. The Notice of Hearing was also sent via mail on January 21, 2026.
6. Therefore, I am satisfied that the Tenant had adequate notice of this hearing. While the Tenant suggested that he did not receive the December 2, 2025 email containing the notice of hearing, or that it may have been overlooked or ended up in his junk folder, I am satisfied that it was sent to the same email address used by the Agent to send him the notice of hearing the day before the hearing which he received and was therefore a functioning account. While it is possible that the Tenant overlooked the initial notice of hearing, I find that this accounts to lack of due diligence, rather than an exceptional circumstance which warrants an adjournment.
7. Therefore, as I am satisfied that the Tenant has receive adequate notice of the proceeding and has been provided an adequate time to prepare and am not satisfied that exceptional circumstances exist which would warrant an adjournment, the request shall be denied.
8. The hearing was subsequently stood down and the Tenant allowed time to review his records, however after the Tenant expressed that he could not remain in the hearing block all day, the matter was recalled.

The L1

9. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
10. The Tenant was in possession of the rental unit on the date the application was filed.

11. The Tenant vacated the rental unit on December 5, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
12. The lawful rent is \$3,400.00. It was due on the 1st day of each month.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to December 5, 2025, are \$28,508.90. At the hearing the Tenant disputed the quantum of arrears outstanding and testified that he believed that only \$16,000.00 to \$17,000.00 was owed to the Landlord. However, the Tenant did not provide proof of additional payments to the Board, and I am satisfied that the quantum claimed by the Landlord is correct.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. Interest on the rent deposit, in the amount of \$227.99 is owing to the Tenant for the period from April 1, 2023 to December 5, 2025.
17. There is no last month's rent deposit.
18. At the hearing the Tenant sought a payment plan. He testified that he has a car detailing business which has been struggling and does not have a positive income currently. He testified that he is behind on his rent at the shop, living in a hotel, and seeking additional credit. The Tenant proposed a payment plan of \$500.00 per month, which he could increase if his financial picture improves.
19. I am not satisfied that the proposed payment plan is appropriate. Based on the Tenant's own testimony he does not have a positive cashflow, therefore I am not satisfied that the proposed payment plan is viable, I also note that the Tenant owes \$28,466.91 which would amount to a payment plan of over 56 months. I find this would be unduly prejudicial to the Landlord. However, I accept that the Tenant is struggling financially, and shall delay payment until March 31, 2026, to allow the Tenant time to improve his financial picture.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of December 5, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$28,466.91. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Reid Jackson
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$28,508.90
Application Filing Fee	\$186.00
Less the amount of the interest on the last month's rent deposit	- \$227.99
Total amount owing to the Landlord	\$28,466.91