



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

File Number: LTB-L-087078-25-RV

In the matter of: 11D, 4045 HICKORY DR
MISSISSAUGA ON L4W0G6

Between: SARANG SHARAD JAIN Landlord

And

SHAKEIRA PHILLIPS Tenant

Review Order

SARANG SHARAD JAIN (the 'Landlord') applied for an order to terminate the tenancy and evict SHAKEIRA PHILLIPS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-087078-25 issued on January 15, 2026.

On January 27, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 30, 2026 interim order LTB-L-087078-25-RV-IN was issued, staying the order issued on January 15, 2026.

This request was heard by videoconference on February 24, 2026.

The Landlord's Legal Representative, A. Sharma, the Landlord, and the Tenant attended the hearing.

Determinations:

1. In this request, the Tenant alleges that she was not reasonably able to participate in the proceeding as on the prior hearing date, January 8, 2026, she had another legal obligation to attend to in the Newmarket Court for 9:00 a.m. which did not conclude until 2:00 p.m. She asserted that as soon as she finished in the Newmarket Court she attempted to call into the video conference hearing, which she connected to at 1:10 p.m. and was told that the matter had concluded. The Tenant also alleged a serious error in the order as she vacated the rental unit on October 31, 2025, but acknowledged that she did not formally communicate this to the Landlord.
2. There was no dispute that the Tenant did not notify the Landlord that she vacated the rental unit as asserted on October 31, 2025. This information is only being communicated

to the Landlord in this request. Since there was no dispute that the Landlord was unaware that the Tenant had vacated the rental unit at the time of the prior hearing, I was satisfied that a serious error did not occur in the proceedings or in the order.

3. At the hearing, the Tenant stated she was obligated to be in another hearing at 9:00 a.m. in the Newmarket Court on the same day as the prior hearing for this matter which was scheduled for 1:00 p.m. She stated that her morning matter recessed around 11:00 a.m. but they had to return by 11:30 a.m. or 12:00 p.m. and she could not leave the Newmarket Court house. She also stated that when this hearing was over, she called into the LTB video conference hearing at 1:10 p.m. and was told the case was already closed.
4. The Tenant stated that the order also does not credit her with a payment she made to the Landlord on August 8, 2025 of \$600.00. In support of this assertion, the Tenant provided a screenshot of her email confirming that the Landlord accepted the e-transfer into evidence (DOC-7406307).
5. The Landlord stated that he had no communication from the Tenant despite sending her multiple emails to reach out to him to discuss the rent arrears. Under cross-examination, the Landlord confirmed that he received the payment of \$600.00 from the Tenant in August 2025. He confirmed that he was not sure what this payment was for either rent or utilities as the Tenant's e-transfer did not provide any information.
6. The Landlord also stated that the Tenant was in arrears for rent and utilities at the time of the August 2025 payment, so the money was applied to the outstanding utilities costs owed and there was still a balance owing.
7. The Landlord's Legal Representative submitted that the Tenant had the opportunity to attend the hearing but failed to do so. He requested that the review be denied and the stay lifted immediately.
8. Guideline 8 of the *Guidelines* provides that the request must provide a detailed explanation why the requestor was unable to participate in the proceeding and satisfy the LTB that they genuinely intended to participate. The LTB will refuse requests where the requestor's absence was the result of negligence or it finds no reasonable explanation for the failure to attend.
9. The Tenant did not provide any documentation in support of her alleged other court proceeding on the morning of the prior hearing date or that she was required to stay at the Newmarket Court house throughout the morning including the recessed times. The Tenant also failed to provide a reasonable explanation as to why she did not contact the Landlord, the Landlord's Legal Representative, or the LTB in advance regarding her asserted scheduling conflict.
10. Additionally, the Tenant asserted that she connected to the videoconference hearing on January 8, 2026 at 1:10 p.m. and was told the matter had been addressed. However, the order stated that this matter was only called "as of 1:20 p.m., the Tenant was not present..." I find it unlikely that if the Tenant had attended the videoconference at 1:10 p.m. as stated in this hearing, that she would be advised the matter was completed given the timestamp in the written order. Given this, I was not satisfied that the Tenant's evidence was credible.

11. In Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 (CanLII), the Divisional Court stated that "[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"
12. On the basis of the evidence and submissions before me, I am not satisfied that the Tenant genuinely intended to participate in the proceeding. The Tenant was aware of the hearing date and failed to attend. The Tenant also failed to contact the Landlord or the LTB in advance to request a rescheduling or an adjournment due to an alleged scheduling conflict. As well, the Tenant's evidence before me was simply not credible. As per the Divisional Court ruling, parties must be diligent in dealing with their legal proceedings. Therefore, I find that the Tenant was reasonably able to participate in the proceeding and did not do so due to her own negligence.
13. There was no dispute that the Tenant paid \$600.00 to the Landlord on August 8, 2025 and that this amount is not included as a credit against the rent arrears in the order. However, given the evidence and submissions before me, I was satisfied that the Landlord was entitled to apply this payment toward outstanding utility costs.
14. Based on the evidence and submissions before me, I was not satisfied that the order contains a serious error. The Tenant did not dispute that utility costs were owing to the Landlord at the time of the August 2025 payment. The Tenant's screenshot of the e-transfer to the Landlord did not show that the Tenant instructed the Landlord to apply these funds to the rent arrears. As per case law, when amounts are paid to a landlord without a direction as to where the payment should be applied, a landlord may apply the amount to any outstanding debt owed by the tenant.
15. Consequently, the Tenant's request for review is denied.

Lifting of the Stay

16. The rent arrears owing are substantial at \$21,000.00. The Tenant is already out of possession of the rental unit. Therefore, there is no reason to delay the lifting of the stay.

It is ordered that:

1. The request to review order LTB-L-087078-25 issued on January 15, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 30, 2026 is cancelled. The stay of order LTB-L-087078-25 is lifted immediately.

March 5, 2026
Date Issued

Lisa Del Vecchio
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.