



Order under Sections 30, 31, 57, 69 and 135 Residential Tenancies Act, 2006

Citation: Sidher v Alnamlah, 2026 ONLTB 19646

Date: 2026-03-11

File Numbers: LTB-T-070302-22 (CET-98156-21)/LTB-T-071265-22 (CET-04562-22)/ and LTB-L-017246-22

In the matter of: 2809, 220 BURNHAMTHORPE ROAD WEST
MISSISSAUGA ONTARIO L5B4N4

Between: Polly Sidher Tenant

And

Suliman M Alnamlah (a.k.a. Suliman Alnamlah, and Landlord
Mohammed Suliman Alnamlah)

And

Tahir Tahir Landlord's Agent

In Board file LTB-T-070302-22 (formerly in Board file CET-98156-21) Polly Sidher (the 'Tenant') applied for an order determining that Suliman M Alnamlah (a.k.a. Suliman Alnamlah, and Mohammed Suliman Alnamlah) (the 'Landlord') gave a notice of termination in bad faith, collected or retained money illegally, and failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing, or maintenance standards.

Then in Board file LTB-T-071265-22 (formerly in Board file CET-04562-22) the Tenant applied for an order determining that the Landlord and Tahir Tahir (the 'Landlord's Agent'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys;
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household;
- harassed, obstructed, coerced, threatened or interfered with the Tenant;
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant (T2 application); and
- failed to meet the Landlord's maintenance obligations under the Act or failed to comply with health, safety, housing or maintenance standards.

Finally, in Board file LTB-L-017246-22 the Landlord applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.

These applications were heard together by videoconference on March 18, 2024 and March 3, 2026. The Tenant, the Tenant's representative, Jacklyn P. Solomon, the Landlord's Agent, and the Landlord's representative, Nathan Korenberg, attended the hearing on March 18, 2024. Only the Landlord's representative, Mihai Paunescu, and the Landlord's Agent attended the hearing held on March 3, 2026.

Determinations:

1. For the reasons that follow the Tenant's applications are dismissed as abandoned, the Landlord's application for an eviction order is denied because it is based on an invalid notice of termination, and the Landlord's application for rent arrears pursuant to s. 87 of the *Residential Tenancies Act, 2006* (the 'Act') is dismissed as withdrawn.

The Tenant's Applications

2. The Tenant's applications have a lengthy history before the Board and save and except on March 3, 2026, the Tenant participated throughout.
3. Given the Tenant's past participation, when the Tenant did not log into the hearing room on March 3, 2026, I reached out to her by e-mail and telephone on the record during the course of the hearing in the presence of the Landlord's representative and the Landlord's Agent.
4. In response to my e-mail the Tenant replied by e-mail saying: "My representative and I have sent you several email replies informing you that I am not available for your hearing. Please contact your team and refer to her information that she specifically sent to you all and my emails regarding this matter." I took "her information" in this response to be a reference to a legal submission made by the Tenant's representative that was attached to her request to withdraw representation that was filed with the Board on August 6, 2025. It says in part:
 15. The Tenant respectfully requests that the Board recognize the procedural fatigue experienced by all parties and work toward bringing a clear and conclusive resolution to the matter - with fairness and proportionality in mind.
 16. The **Tenant's decision not to continue with the proceedings** should not be interpreted as acquiescence to the Landlord's position, but rather as a reflection of the exhaustion caused by a drawn-out and taxing legal process. The Tenant emphasizes that these proceedings have now spanned over five years.
 17. The Tenant respectfully requests that the Board acknowledge the undue burden that has been placed upon her and bring finality to the matter in a manner that reflects both procedural fairness and human compassion.
[Emphasis added.]
5. Given the above, I can only conclude that the Tenant intends to abandon her applications, and they shall be dismissed accordingly.

The Landlord's L1 Application

6. The Landlord's application also has a long procedural history at the Board. It was also preceded by a prior L1 application between the parties that is relevant to the current issues before the Board.
7. The prior legal proceeding is summarised as follows in an interim order herein issued on July 21, 2025:
 - On November 12, 2019, the Landlord filed an L1 application for non-payment of rent that is contained in Board file CEL-90480-19. The arrears of rent claimed in that application cover the period March 1, 2018 to November 12, 2019.
 - The application came before the Board for a hearing on January 22, 2020. Only the Landlord's agent attended the hearing. On January 29, 2020, the Board issued a standard voidable eviction order giving the Tenant until February 9, 2020 to pay to the Landlord \$15,793.35 for arrears of rent and costs.
 - On or about October 14, 2020, the Tenant filed a request to review order CEL-90480-19 issued on January 29, 2020, along with a request to extend time for filing the review. The review request alleges the Tenant was not reasonably able to participate in the hearing held on January 22, 2020, because she was not aware of it. It also states that on October 1, 2020, the order was executed by the Sheriff and the Tenant was evicted.
 - The request to extend time was granted without a hearing by way of endorsement dated October 20, 2020.
 - On October 21, 2020, the Board issued order CEL-90480-19-RV-IN acknowledging the Tenant's request for review, directing the review to an emergency hearing, and ordering the Landlord not to re-rent the unit and to preserve the Tenant's belongings until the review could be dealt with.
 - On November 17, 2020, the review hearing convened by way of teleconference to address the issue of whether a further interim order should issue putting the Tenant back into possession of the rental unit. The Landlord did not attend that teleconference.
 - As a result of that teleconference, on November 19, 2020, the Board issued order CEL-90480-19-RV-IN2. That order finds that the initial tenancy between the parties terminated in November of 2019 when the Tenant vacated the rental unit pursuant to a notice of termination served on her by the Landlord. It further finds that when the Tenant subsequently moved back into the rental unit in April of 2020 and the Landlord accepted rent from the Tenant, a new tenancy was formed. Based on those determinations, the Board ordered the Landlord to put the Tenant back into possession of the rental unit.
 - On the same day that order CEL-90480-19-RV-IN2 was issued, on November 19, 2020, the Landlord filed a request for review of order CEL-90480-19-RV-IN2. It alleges the Landlord was not reasonably able to participate in the hearing held on November 17, 2020, and that the order contains a material error of fact or mixed law and fact in concluding that the Tenant returned vacant possession to the Landlord in November of 2019.
 - On December 1, 2020, the Board issued an endorsement in response to the Landlord's request for review. It states: "The order issued on November 19, 2020 is

an interim order, not a final order, and therefore the request to review must be denied.”

- The Tenant’s request for review then came before the Board for a hearing on January 29, 2021. The request was granted following a determination that the Tenant was not reasonably able to participate in the hearing held on January 22, 2020. The Landlord’s application was then re-heard the same day and dismissed on the basis that the N4 notice of termination served was invalid.
8. When the Landlord’s application for an eviction order for non-payment of rent in Board file CEL-90480-19 was dismissed on the basis that the N4 was invalid, the Landlord was offered the opportunity to proceed with the application for arrears only pursuant to s. 87. At that point the Landlord elected not to proceed with the hearing for arrears only.
 9. The record before the Board indicates that the Landlord did not appeal to Divisional Court the decision of the Board to deny the review of order CEL-90480-19-RV-IN2. Nor does it appear that the Landlord sought review of the final review order in Board file CEL-90480-19 issued February 12, 2021, that dismissed the prior eviction application on the basis that the N4 was invalid. Instead, the Landlord served a new N4 on the Tenant with a termination date on it of March 10, 2022. It is that N4 which forms the basis of the Landlord’s L1 application here. The arrears of rent claimed in that N4 cover the period January 1, 2018 to December 31, 2020.
 10. The reason this prior proceeding is important is because of the finding contained in CEL-90480-19-RV-IN2 that the tenancy terminated on November 30, 2019, pursuant to an N12 served on the Tenant by the Landlord. According to order CEL-90480-19-RV-IN2 and the record before the Board it appears the Tenant vacated pursuant to the N12 and a new tenancy arose when the Tenant moved back into the rental unit in April of 2020 and the Landlord accepted rent payments from her starting May 1, 2020. The Tenant takes the position in her written submissions that CEL-90480-19-RV-IN2 is final and binding on the Board with respect to this application. The Landlord takes the opposite view and in his review of order CEL-90480-19-RV-IN2 argued that the order was wrong in law and in fact. Because of this dispute, in the interim order issued on July 21, 2025, I gave the parties the opportunity to file full written submissions on the issue, which they did.
 11. Pursuant to s. 209 of the Act an order of the Board is final and binding unless successfully appealed or reviewed. But the finality of order CEL-90480-19-RV-IN2 is with respect to the application contained in Board file CEL-90480-19. With respect to this application, the real issue is whether or not the Board should exercise its discretion to permit the parties to relitigate the issue herein, or should the Board take the position that to do so would constitute an abuse of process and apply the doctrine of issue estoppel and refuse to reconsider the conclusions set out in order CEL-90480-19-RV-IN2.
 12. I have some sympathy with the Landlord’s position as an argument could be made that his request for review of order CEL-90480-19-RV-IN2 should not have been summarily denied without a hearing on the basis that the order is an interim order. Although the order was an interim order it is arguable that it finally disposed of an important issue. Further no consideration was given to the alternative basis of the request for review – namely that the Landlord was not reasonably able to participate at the hearing held by telephone that resulted in the interim order. That being said, the Landlord was represented throughout

and could have challenged the interim order and the denial of the review by way of an appeal to Divisional Court and chose not to.

13. The Landlord also argues that in the final order dealing with CEL-90480-19 issued on February 12, 2021, the Board impliedly declines to accept the findings that the tenancy terminated November 30, 2019, and a new tenancy started the following spring. The Landlord argues that the final order essentially vacates the previous interim order. I disagree. All it says is:

7. On November 5, 2018, the Landlord served the Tenant with a Notice of Termination for Non-payment of Rent (N4 notice), alleging that the Tenant failed to pay the full rent the Tenant owed. The N4 notice stated the monthly rental period of March 1, 2018 to November 1, 2018.

8. It was uncontested that the rental periods under the terms of the original lease ran from the first of the month to the last day of the month. In the present case, the end of the rental period should have been reflected as October 31, 2018, not going into a new rental period.

9. On the basis of the uncontested evidence, I find that the monthly rent period indicated on the N4 notice is incorrect.

10. A notice of termination which is incorrect or does not comply with the mandatory content requirements of the Residential Tenancies Act, 2006, (the 'Act') is void and cannot be amended or corrected (George V Apartments Ltd. V. Cobb, [2002] O.J. No. 5981 (Ont. Div. Ct.)).

11. Based on the above, I find that the Landlord's Notice of Termination was invalid.

12. As the Landlord claimed an incorrect monthly rent period on the N4 Notice of Termination, the application for termination of the tenancy and eviction of the Tenant must be dismissed.

14. Essentially, the Board in its final order made a determination that the N4 before it was fatally flawed with respect to the end date for the period covered because the end date should have been the last day of the month as rent is due monthly on the 1st. As November 1, 2018, is not an end date for a period of the tenancy, it was declared to be invalid. As a result of that finding it was wholly unnecessary for the Board to consider any argument that the notice was also invalid because it included rent arrears from a previous tenancy rather than just for the current one. So it cannot be said the final order says anything at all about the determinations made in order CEL-90480-19-RV-IN2.
15. In terms of the equities of the situation here it seems to me that they support the conclusion that issue estoppel should lie with respect to the findings in CEL-90480-19-RV-IN2 concerning the termination of the tenancy November 30, 2019 and the creation of a new one the following spring. I say this because the documentary record before the Board supports the conclusion in order CEL-90480-19-RV-IN2 that the tenancy terminated

November 30, 2019, and the Tenant moved out; the Landlord was able to appeal the dismissal of the review request to the Divisional Court and chose not to; and the lengthy passage of time since CEL-90480-19-RV-IN2 was issued supports the conclusion that permitting re-litigation would be unfair. The documentary record includes the N12 served by the Landlord on the Tenant for November 30, 2019, the Tenant's new lease for another rental unit signed October 11, 2019, and voluminous correspondence to the Landlord in which the Tenant repeatedly informs the Landlord she moved out and discusses the return of her deposit in exchange for the keys.

16. Given all of the above, I am satisfied that to permit re-litigation of the determinations in Board order CEL-90480-19-RV-IN2 would constitute an abuse of process and I decline to do so.
17. The consequence that flows from that decision is that the current N4 is invalid as it includes rent arrears from the prior tenancy. As that tenancy ended those rent arrears cannot be the basis of an application to terminate the current tenancy. Any N4 for the current tenancy can only be for the period after the new tenancy started which was in the spring of 2020.
18. The Board has no jurisdiction to evict a tenant based on an invalid notice pursuant to s. 69 of the Act. Therefore the application for an eviction order must be denied.
19. After announcing this decision in the hearing room I asked the Landlord if he wished to proceed with the application for arrears only pursuant to s. 87. At that point the Landlord sought permission to withdraw the section 87 application which I granted.
20. This order contains all of the reasons for the decisions within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's applications are dismissed as abandoned.
2. The Landlord's application for an eviction order pursuant to s. 69 is dismissed.
3. The Landlord's application for rent arrears pursuant to s. 87 is dismissed as withdrawn.

March 11, 2026
Date Issued

Ruth Carey
Vice Chair, 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.