



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

Citation: Kazemi v Constantinou, 2026 ONLTB 19878

Date: 2026-03-11

File Number: LTB-L-091784-25-RV

In the matter of: 08Basement, 231 Callaway Road
London ON N6G0M3

Between: Moslem Kazemi Landlord

And

Christina Constantinou Tenant

Review Order

Moslem Kazemi (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Constantinou (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-091784-25 issued on January 20, 2026. A hearing was held on January 14, 2026 where only the Landlords' agent was in attendance.

On January 30, 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 February 3, 2026, interim order LTB-L-091784-25-RV-IN was issued, staying the order issued on January 20, 2026.

The review request was heard by videoconference on March 2, 2026.

The Landlord's agent Shima Aminullah, the Landlord's legal representative Maryna Gorge, the Tenant and the Tenant's support Jonathon Vink attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

The Review Request

1. In the request to review, the Tenant asserts that she was not reasonably able to participate at the January 14, 2026 hearing as she did not receive the Notice of Hearing.
2. The original order was based on an L1 application for arrears of rent and a standard order was issued with a termination date of January 31, 2026.

3. The Tenant states that she provided two email address to the Landlords in the lease agreement. The ggconstantinou@ email and the xtvia1104@ email. The first email belonged to her parents and to be used strictly for rent payments and the later to be used for communication between the parties.
4. The Tenant said that she did not receive the Notice of Hearing by email or by mail and was not put on notice of the hearing by the Landlords. She testified that the Landlords did not provide any documents prior to the January 14, 2026 hearing.
5. The Tenant acknowledged that she received at text message from the Landlords' agent on December 5, 2025, where the January 14, 2026 hearing was mentioned but the documents emailed to the Tenant described a different hearing date and time and a different file number.
6. The Tenant said that she shares a mailbox with other tenants and missing mail has been an issue.
7. The Landlord opposed the review request and said the Tenant had reasonable opportunity to attend the hearing as she was made aware of the hearing.
8. The Landlord's agent said that she texted the Tenant the hearing date on December 5, 2025 and if the Tenant was confused by the date, she did not reach out to clarify her confusion.
9. The Landlord's agent referenced various communications, the lease agreement and photographs to support the proposition that the Tenant was aware of the hearing (DOC7440667).
10. The Landlord's agent testified that she sent an email to both email addresses identified by the Tenant on the lease agreement on January 5, 2026. The emails contained the L1/L9 update sheet and other related documents. The emails were not returned as undeliverable.
11. Additionally, the Landlord's agent put in the Tenant's mailbox details specific to the LTB matter and hearing on December 19, 2025.
12. I note, the Board record also confirms that the Tenant consented to receive communication by email from the LTB and provided her email address. That email address was also updated by the Tenant on February 2, 2026 when she added the xtvia1104@ email address.
13. As per the Tenants request, the Board emailed the Notice of Hearing to the address originally provided by the Tenant on October 31, 2025. The email was not returned as undeliverable.
14. Based on the evidence before the Board and on a balance of probabilities, I find the Tenant was served the Notice of Hearing for January 14, 2026 by both the LTB and the Landlords by email, text and mail. The Tenant was reasonably able to attend the hearing but chose not to.

15. The evidence is clear, the Tenant was made aware of the hearing as early as December 5, 2025 when the Landlords' agent provided the hearing date in a text to the Tenant. While the Tenant may have been confused, she did not describe any steps taken to clarify her confusion. In my view, it would have been reasonable for the Tenant to contact the Landlords agent to clarify her confusion.
16. Additionally, I found the Tenant's testimony confusing and conflicting at times and question the credibility of her testimony. For example, she testified that she did not receive any documents from the Landlords prior to the hearing and later acknowledged receipt of the January 5, 2026 email from the Landlords' agent with specifics related to the hearing.
17. I also find it unlikely that the Tenant did not receive the package in her mailbox on December 19, 2025.
18. The Tenant, herself consented to email communication from the LTB. As such, she is responsible to exercise due diligence in checking her emails.
19. In *Q Res IV Operating Gp Inc. v Berezovs'ka*, [2017] O.J. No. 4863 (Div. Ct.), the Divisional Court ruled that a party to an application must exercise due diligence to attend and participate in the hearing. In that case, the Court upheld the Board's order, which determined that the Landlords failed to exercise due diligence when office staff failed to act appropriately upon receiving the Board's notice of hearing. The Court ruled at paragraph 8:

Lack of diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that a lack of diligence constituted a reason not to grant the Landlords a rehearing. 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.
20. I am not satisfied that the Tenant exercised due diligence related to her email accounts. Furthermore, I am not satisfied that the Tenant did not receive the various communications from the Landlords' agent. Rather, I find the Tenant was aware of the hearing and made a choice not to attend.
21. 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 January 14, 2026 proceeding. The request to review the January 20, 2026 order is denied.
22. 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-091784-25 issued on January 20, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 3, 2026 is cancelled. The stay of order LTB-L-091784-25 is lifted immediately.

March 11, 2026
Date Issued

Dana Wren
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.