



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

Citation: Eaglehill Capital Inc. v Omidisahneh, 2026 ONLTB 22419

Date: 2026-03-12

File Number: LTB-L-099234-25-RV

In the matter of: PH1421, 629 KING ST W
TORONTO ON M5V0G9

Between: Eaglehill Capital Inc. Landlord

And

Ashkan Omidisahneh Tenant

Review Order

Eaglehill Capital Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashkan Omidisahneh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-099234-25 issued on February 10, 2026.

On March 11, 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 as well as the audio recording for this hearing.

Determinations:

1. The review request asserts that the order contains a serious error because it rests on key factual findings that are inconsistent with the documentary record.
2. Neither party filed documents with the LTB other than the notice of termination, application, and update sheet. This is the documentary record and it demonstrates that the Tenant was in possession of the unit up to at least January 27, 2026 (the date the update sheet was prepared indicating the Tenant is still in possession).
3. The "documentary record" referred to in the review request is documents that the Tenant did not serve on the Landlord or file with the LTB prior to the hearing. The Tenant indicated in the hearing that he could upload some emails showing that the Landlord changed the locks and that he did not have access to the unit. The Member refused to accept these documents because they were not disclosed to the Landlord and the Tenant did not give a sufficient reason why he did not disclose them. The Tenant stated that he did not know that they were germane. However, as pointed out by the Member,

the Tenant knew that he would argue that he had vacated the unit in October 2025 and was not responsible for rent after that time, which means he would have been aware that documents showing that he had vacated the unit in October were germane. In these circumstances I am not satisfied that the Member erred by refusing to allow the Tenant to enter these documents as evidence.

4. The Member did allow the Tenant to give testimony to support his claim that he vacated the unit in October. The Tenant testified that the Landlord changed the locks and after that he did not have access. The Landlord's representative acknowledged that the Landlord had changed the unit door lock for security reasons but that the Landlord had also told the Tenant that a replacement key was available for him immediately. The Tenant filed documents with the review request. The Tenant's documents support the Landlord's representative's version of these events, so even if the Tenant had properly disclosed his documents, they would not have supported his assertion that he lost access to the unit at any point.
5. I note that at the hearing the Tenant did not dispute that he still had fobs giving him access to the residential complex, that clothing was found in the unit, or that his car was still parked in the garage. He also did not dispute that he did not tell the Landlord that he had left the unit, even after receiving the application package for this matter, and he did not return any keys. The Member's finding of fact that the Tenant had not given clear communication that he had vacated the unit until the date of the hearing was reasonable based on the evidence given at the hearing.
6. The review request also submits that the order fails to properly account for "serious habitability issues." At the hearing the Tenant attempted to raise such issues but was not permitted to give testimony about them because they were not relevant to the arrears, which is the only issue in this application. The Tenant could have made other issues relevant by serving on the Landlord and filing with the LTB notice that he intends to raise issues pursuant to s.82 of the *Residential Tenancies Act, 2006*. The Tenant did not do so; therefore, the only relevant issue was arrears of rent.
7. 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-099234-25 issued on February 10, 2026 is denied. The order is confirmed and remains unchanged.

March 12, 2026
Date Issued

Renée Lang
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.