



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 69 of the Residential Tenancies Act, 2006

Citation: Kaneff Properties Limited v Yasin, 2026 ONLTB 23130

Date: March 17, 2026

File Number: LTB-L-077554-25-RV-HR2

In the matter of: 0407, 2211 SHEROBEE ROAD
MISSISSAUGA, ON L5A2H5

Between: Kaneff Properties Limited Landlord

and

Mohammed Yasin Tenant

REVIEW & DE NOVO L1 HEARING ORDER

Procedural History of Application

Kaneff Properties Limited (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Mohammed Yasin (the 'Tenant') because the Landlord claimed the Tenant did not pay the rent that he owes.

The L1 application was heard by videoconference on November 26, 2025, which was only attended by the Landlord's side. The application was resolved by order LTB-L-077554-25 issued on December 2, 2025 (the 'L1 Order'), which was a voidable eviction order effective December 13, 2025.

On December 8, 2025, the Tenant requested a stay and review of the L1 Order, claiming he was not reasonably able to participate in the proceedings.

Review interim order LTB-L-077554-25-RV-IN was issued on December 9, 2025, which stayed the L1 Order and directed the request to review to a hearing.

The review hearing was heard by videoconference on February 2, 2026. The Tenant attended with his legal representative Kat Ying (lawyer). The Landlord's agent Narcisa Muharemi (senior property manager) attended the review hearing on behalf of the Landlord, with their legal representative Frannie Simms (paralegal).

Determinations:

Preliminary Issue – Deceased Tenant Removed from Application

1. All parties confirmed that Shabatoni Neisha Yasin was Mohammed Yasin's wife, who had passed away. On consent she was removed from the style of cause for the application.

Review Granted – Tenant was not Reasonably Able to Participate

2. The Tenant testified that on November 26, 2025 he called the “Grosvenor” phone number for the LTB, but could not figure out how to attend his hearing. He then drove to the head office in downtown Toronto, but security did not let him in. The Tenant also tried calling the phone number using the provided passcode, but there was no answer.
3. The Tenant’s representative advised that the Tenant is elderly, and it is apparent he gets easily confused, has difficulty with technology and advocating for himself. His response to questions shows the Tenant may have issues understanding processes, which increases in high anxiety situations.
4. The Landlord’s legal representative and agent submitted that the request for review should be denied. They testified that the Landlord tried to engage with the Tenant numerous times since the N4 Notice was served. The Landlord was unaware the Tenant was confused or struggling with the process. The Landlord hand-delivered a package to the Tenant on November 20, 2025, 6 days before the L1 hearing. The Tenant had never reached out seeking assistance or to discuss the rent arrears or his struggles with the Landlord.
5. This aspect of the Tenant’s request for review engages subsection 209(1) and (2) of the *Residential Tenancies Act, 2006* (the ‘Act’), which states:
 - (1) Except where this Act provides otherwise, and subject to section 21.2 of the *Statutory Powers Procedure Act*, an order of the Board is final and binding.
 - (2) Without limiting the generality of section 21.2 of the *Statutory Powers Procedure Act*, the Board’s power to review a decision or order under that section may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding.
6. The Board’s power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from Divisional Court generally instructs that the meaning of the phrase “not reasonably able to participate” should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from doing so, they should be entitled to a hearing through the review process. A party’s genuine intention to participate must be borne out by evidence which clearly demonstrates the party’s intent to participate in the hearing.
7. In *Kathryn King-Winton v. Doverhold Investments* 2008 CanLII 60708 (ON SCDC), the Divisional Court stated: “Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less”. In *King-Winton* there was evidence to suggest that the tenant missed her hearing because of her honest but mistaken belief in an incorrect hearing date.
8. It was apparent from the Tenant’s testimony that he is elderly and often confused. The Tenant answered some questions in ways that showed discrepancy or confusion. His representative advised it has taken repetition and more engagement with this Tenant to help him understand the issues.

9. The evidence reveals to me that the Tenant was anxious and confused during the L1 hearing. Instead of doing more reasonable things such as calling technical support or the Landlord's agent to advise of his difficulties reaching the hearing room, he decided to call the head office of LTB. He even tried to attend the downtown Toronto office building for Tribunals Ontario. I accept that the Tenant tried – in his own way - to participate in the proceeding, but given his elderly age, anxiety, and state of confusion, he was unsuccessful in calling into the virtual hearing room.
10. I am satisfied that the Tenant showed a genuine intention to participate in the L1 proceeding but was prevented from doing so given his confusion and futile attempt to attend in-person.
11. As a result, the Tenant's request to review was granted. The L1 Order issued on November 26, 2025 is cancelled and replaced by this *de novo* (new) L1 order.

De Novo L1 Application

Preliminary Issue – Tenant's Adjournment Request Denied

12. A *de novo* L1 hearing was conducted. The Tenant's legal representative requested an adjournment, which the Landlord's agent and representative objected.
13. The Tenant's representative submitted that they (Mississauga Legal Clinic) were only recently retained a few days ago. They are waiting on several key pieces to fall into place, which would be crucial to assist the Tenant to be able to sustain the tenancy moving forward.
14. The clinic had recently made an application for the Tenant to the Housing Stabilization Fund in Peel Region, but they could not complete the application without some information about his Old Age Security and Canada Pension Plan, which they expected to receive tomorrow. They were also waiting on confirmation that once the Tenant's pension benefits were reinstated, he should be receiving over \$2,000.00 per month (which could satisfy the monthly rent and rent arrears payments).
15. The Tenant's representative pointed out the Tenant experiences difficulty processing information. It takes their clinic more time to secure the Tenant's compliance and comprehension. They have encountered some challenges obtaining relevant information and documents from the Tenant, but they are diligently working to try to help him improve his financial situation.
16. The Tenant indicated he had experienced some challenges since he became widowed. His pension benefits were unexpectedly cut off last year, but he expects with the legal clinic's assistance his pension will be reinstated soon. The Tenant also indicated he used to receive WSIB, but he speculated he may need to pursue a further claim based on his prior workplace injury.
17. The Landlord's legal representative and agent objected to the adjournment request. They submitted they had tried to work with the Tenant for many months, starting from the beginning of the arrears and initial service of the N4 Notice. Initially the rent arrears started relatively low, about \$1,500.00. Despite trying to reach out to the Tenant before the L1

hearing, the Landlord never heard back from the Tenant. Now, the rent arrears have grown to over \$10,000.00. No payments have been received since June 27, 2025 (which the Tenant did not dispute).

18. I considered the factors from Rule 21.8 and decided to deny the adjournment request. Even though the Tenant may have recently retained the legal clinic, and they were actively working to help the Tenant, I found there was no evidence to support the proposition that the Tenant would soon have the ability to pay his ongoing rent during any adjournment period.
19. Only speculations were given that the Tenant's pension benefits could be reinstated, or that any programs could assist with paying down the growing rent arrears.
20. The unfortunate fact of the matter is that the Tenant is widowed, has lost the dual income from his late wife, and has lost his pension benefits. For over half a year the Tenant has made no payments to the Landlord. There is currently zero prospect that any rent arrears could be paid, and the Tenant has admittedly been unable to pay ongoing monthly rent.
21. The LTB has an obligation to adopt the most expeditious method of resolving this application. All parties are currently in attendance at the review hearing. They could remain in attendance to participate at a *de novo* L1 hearing. I decided it would be fair in the circumstances to proceed given that the Tenant had a legal representative available.

L1 Rent Arrears Proven

22. 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.
23. I am satisfied from the Certificate of Service that the N4 Notice was given to the Tenant on August 18, 2025 by placing the documents under the rental unit door or through a mail slot in the door. The N4 Notice complied with sections 43 and 59 of the Act.
24. As of the review hearing date, the Tenant was still in possession of the rental unit.
25. The lawful rent is \$1,445.69. It is due on the first (1st) day of each month.
26. Based on the monthly rent, the daily rent/compensation is \$47.53. This amount is calculated as follows: (\$1,445.69 x 12 months) divided by 365 days.
27. The Tenant paid nothing since the L1 application was filed.
28. The rent arrears currently owing as of the *de novo* hearing (up to February 28, 2026) is \$10,119.83.
29. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.

30. The Landlord collected a rent deposit of \$1,445.69 on March 12, 2015 and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
31. Interest was last paid on the rent deposit up to April 30, 2025. Interest is owing on the deposit from June 1, 2025 to the termination date in the N4 Notice, September 6, 2025.

Relief From Eviction Denied – Postponed Voidable Eviction Ordered

32. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to postpone the eviction until April 15, 2026 pursuant to subsection 83(1)(b) of the Act.
33. The Tenant admitted he could not afford the rental unit at the moment. Unless his pension becomes reinstated (hopefully at a higher level than before), and he is able to receive support from the Housing Stabilization Fund, the Tenant will not be able to afford this rental unit or pay back any rent arrears.
34. Even though the legal clinic was actively helping the Tenant improve his financial situation, the fact remains that there is currently no evidence that any of the Tenant's plans or hopes for the future will come to fruition. The Tenant only gave speculations that his pension would be recalculated to a higher level based on the fact that he no longer receives WSIB. The Tenant was also hopeful he could get survivor benefits for his wife's death. It was unclear what stage he was at in that process, however, it is reasonable to assume the survivor benefits would be less than his late wife's pension income that they enjoyed prior when they were a dual-income household. The Tenant was also hopeful that the rent arrears could be paid by a local program.
35. I received a post-hearing submission from the Tenant's representative on February 4, 2026. I allowed this submission as it was not prejudicial to the Landlord's side. The emails between the Tenant's legal representative and a supervisor of Client Services Division of Housing Services, Region of Peel, revealed more specific timeframes for how a client such as the Tenant could expect to receive services such as being assigned a case worker, how long the queue would be to connect with a case worker, and the processes for establishing proof of income.
36. I did not receive in any of the Tenant's evidence – at the hearing or afterwards - any clear confirmation that the tenancy would be affordable going forward. No good faith payments have been made since the service of the N4 Notice. Even if the arrears were to be completely wiped out by assistance from a local program, there is no evidence the Tenant could sustain ongoing monthly rent.
37. As a general observation, the cost of daily living such as for groceries and toiletries is going up for all Ontarians, which is especially impacting seniors on fixed income or pensions. This Tenant's circumstance is that he is responsible for the rental unit alone, now that he has become widowed. It is unfortunate his pension income stopped last year for whatever reason, and perhaps recalculations and retroactive pay are indeed owing. Nevertheless, there is no evidence the Tenant would be able to reverse his financial challenges in the near future.

38. The Tenant is elderly (73 years old) and would be left in a very challenging situation if he lost this rental unit, which he has lived in since 2015. I must balance this against the Landlord's circumstance, of receiving no rent for nearly 9 months. The arrears owing to the Landlord would likely continue to grow with any delay in eviction.
39. I find no corroboration from the evidence that I should use my discretion to deny eviction and preserve the tenancy. There is no evidence to be convinced on a balance of probabilities that the Tenant would pay any ongoing rent moving forward or cover any rent arrears payments if I were to issue any conditional order.
40. That only leaves the possibility of a postponed or extended eviction. Although the Landlord wanted eviction by February 28, 2026, I find that due to the Tenant's age and vulnerable situation, an eviction by the end of the month would not give the Tenant enough time to find alternate housing, especially in the winter. Further, the Tenant is being actively supported now by the local legal clinic. Some additional time will be given to allow the various outreach and applications to hopefully come to fruition.
41. I am aware that the Tenant has received the time benefit of nearly a month and a half between the time of the review hearing and the issuance of this order. I find it would be fair in the circumstances to give the Tenant some further additional time until April 15, 2026 to either void the order, or vacate the rental unit. This will provide the Tenant's legal representative about a month of additional time after this order issuance, to try to obtain the various supports required for the Tenant to void the order. Although the Tenant's legal representative asked for 3 to 4 months, and the Housing Stabilization Fund revealed their timelines, I do not find it fair to impose any more than a month because there are no certainties about what income or arrears supports the Tenant may be entitled to receive in the future.

It is ordered that:

42. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order. The request to review is granted. The L1 Order LTB-L-077554-25 and review interim order LTB-L-077554-25-RV-IN are both cancelled and replaced by this order.

Pay-and-Stay Option

- 43. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- **\$10,305.83*** if the payment is made on or before February 28, 2026 (see Schedule 1 section A for how this amount was calculated);

OR

- **\$11,751.52**** if the payment is made after February 28, 2026 but by March 31, 2026 (see Schedule 1 section B for how this amount was calculated);

OR

- **\$13,197.21***** if the payment is made after March 31, 2026 but by April 15, 2026 (see Schedule 1 section C for how this amount was calculated).

44. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

Pay-and-Go Option

45. If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 15, 2026.

46. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$11,018.98****** (see Schedule 1 section D for how this amount was calculated). This amount includes rent arrears owing up to the date of the extended eviction, plus the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.

47. The Tenant shall also pay the Landlord compensation of **\$47.53 per day** for the use of the rental unit starting **April 16, 2026** until the date the Tenant actually moves out of the rental unit or gets evicted by Sheriff enforcement.

48. If the Tenant does not pay the Landlord the full amount owing on or before April 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2026 at 4.00% annually on the balance outstanding.

49. If the unit is not vacated on or before April 15, 2026, then starting April 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

50. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 16, 2026.

March 17, 2026
Date Issued

Michelle Tan
Vice Chair, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 16, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

PAY-AND-STAY OPTIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026:

Rent Arrears Owing To February 28, 2026	\$10,119.83.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,305.83*

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after February 28, 2026 but by March 31, 2026:

Rent Arrears Owing To March 31, 2026	\$11,565.52
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,751.52**

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after March 31, 2026 but by April 15, 2026:

Rent Arrears Owing To April 15, 2026	\$13,011.21
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,197.21***

PAY-AND-GO OPTION

D. Amount the Tenant must pay if the tenancy is terminated

Rent Arrears Owing Up To The Extended Eviction Date (pro-rated to April 15, 2026)	\$12,288.37
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,445.69
Less the interest owing on the deposit (from June 1, 2025 to September 6, 2025)	-\$9.70
Total amount owing to the Landlord	\$11,018.98****
Plus daily compensation owing for each day of occupation starting April 16, 2026 [Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.]	\$47.53 (per day)