



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

Citation: Windsor Essex Community Housing Corporation v Shat, 2026 ONLTB 24416

Date: 2026-03-27

File Number: LTB-L-093820-25-RV

In the matter of: 410, 333 GLENGARRY AVE
WINDSOR ON N9A1P6

Between: Windsor Essex Community Housing Corporation Landlord

And

Hani Shat Tenant

Review Order

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Hani Shat (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-093820-25 issued on January 30, 2026.

On February 12, 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 13, 2026 interim order LTB-L-093820-25-RV-IN was issued, staying the order issued on January 30, 2026.

This application was heard by videoconference on March 18, 2026.

The Landlord's legal representative, Madeline Whitworth ('MW'), the Tenant, and the Tenant's Arabic interpreter, Sahar Osman, attended the review hearing.

Determinations:

1. The Tenant did not attend the original hearing, which took place by videoconference on January 21, 2026. In the request to review, the Tenant claims that he was not reasonably able to participate in the original hearing because he was ill.
2. The notice of hearing was mailed to the Tenant by the LTB on December 22, 2025. The mail was not returned to the LTB by Canada Post, and it is deemed to have been delivered to him on December 27, 2025: r. 3.9(a), *LTB Rules of Procedure*.

3. The Tenant did not deny that he received the notice of hearing, or that he was aware of the date, time, and connection details for the hearing. The Tenant said that he did not attend the hearing because he had high blood pressure and a cough on the hearing day.
4. The Tenant said that because of his cough, his doctor referred him to a surgeon, and “lumps” were found on his lungs, which the Tenant said could be lung cancer.
5. The Tenant presented three medical documents to support his position.
6. The first document is a letter from D. Nasser Adib Zaki, dated August 27, 2025. This letter says that the Tenant was experiencing “nervous tension” and sinusitis due to exposure to garbage in the rental unit (DOC-7555168, p. 13). This letter is dated nearly 5 months before the hearing, and does not refer to high blood pressure or a cough. It is unclear how this is related to the Tenant’s failure to attend the January 21, 2026 hearing.
7. The second document presented by the Tenant is dated April 15, 2025, also signed by Dr. Zaki. This letter states, in its entirety “under my care he has asthma and allergy affecting his breathing need clean environment” (*sic*) (DOC-7555168, p. 14). This letter is dated more than 9 months prior to the hearing, and it is not clear how it is relevant to the Tenant’s failure to attend the January 21, 2026 hearing.
8. The final medical document presented by the Tenant is a diagnostic imaging report from Windsor Regional Hospital, with the “collection date” identified as February 24, 2026. The report identifies that a CT scan was conducted on February 23, 2026, more than a month after the January 21, 2026 hearing (DOC-7555168, pp. 15-16). The findings in the report include:
 - a) “Bones: Comparable to prior with no aggressive lesions”; and
 - b) “Lungs: The central airways are patent. Previously noted diffuse glass change have significantly improved. This is likely related to underlying small airway disease ...”
9. Although this may have been a CT scan related to the referral from his family physician that the Tenant referred to, it is not clear how this is related to the Tenant’s failure to attend the January 21, 2026 hearing. It appears, in fact, that this was a previously scheduled appointment. In the report, next to the heading “History”, it states: “Interval reassessment of ground glass opacities. Book by end of Feb 2026”. Underneath this statement are the words “Comparison: May 26, 2025”.
10. None of the documentary medical evidence presented by the Tenant addresses why the Tenant could not attend the January 21, 2026 hearing. When I asked the Tenant what these reports tell me about why he was not at the January 21, 2026 hearing, the Tenant said that he also has a report from his family physician confirming that he was ill on the date of the hearing. Inexplicably, the Tenant did not file this medical document that he claims to have and that he claims explains his absence. The Tenant suggested that this hearing could be adjourned so that he could file it.
11. The Tenant was obviously aware that he would have to present evidence related to why he was not present or represented at the January 21, 2026 hearing. This is obvious given that he filed many other documents, including other medical documents. I find that the Tenant’s

failure to serve and file this single piece of relevant evidence is an attempt to either delay this proceeding or to attempt to create grounds to review or appeal this decision if he is not successful. On several occasions during this review hearing, the Tenant stated that he intends to appeal this decision if not successful, and stated that even if he cannot rely on the document in this review hearing, he can still use it for an appeal.

12. I denied the Tenant's adjournment request, and the review hearing proceeded.
13. When asked on cross-examination why high blood pressure and a cough prevented the Tenant from attending the January 21, 2026 hearing, even if only to request an adjournment, the Tenant did not answer the question asked, but rather stated that his symptoms were caused by the Landlord because garbage was left outside the rental unit.
14. The Tenant was also not able to answer questions about why he did not even phone MW on the hearing date to inform her that he would not be in attendance, and why.
15. This is the Tenant's request to review, and he bears the burden of proof relative to establishing the factual basis for why he was not reasonably able to participate in the January 21, 2026 hearing.
16. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
17. To justify an adjournment in a legal proceeding, a doctor's note should include "... sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. This should, at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when, in the doctor's opinion, the patient will be well enough to attend court and participate as required": *Wang v. Oloo*, 2023 ONSC 1028 (CanLII), para 10.
18. There may sometimes be circumstances where medical notes with this information is not immediately available on the initial hearing date. Sometimes, there may be a medical emergency rendering a party unexpectedly absent from a hearing, without any apparent explanation. If a hearing proceeds in such a situation, the party could request a review, and present the necessary medical documentation at the review hearing to support a request that a matter be reheard.
19. In this case, there was no evidence to support the Tenant's claim that he was not reasonably able to participate in the proceeding. No medical note or other documentation was presented that is relevant to why the Tenant could not attend the hearing. Even the Tenant's *viva voce* (oral) evidence at the review hearing did not adequately explain why the Tenant could not attend the hearing via telephone or Zoom, even if only to request an adjournment if he felt ill.
20. The Tenant failed to present any clear, convincing, and cogent evidence to justify why he did not attend the January 21, 2026 hearing. I find that it is more likely than not that the Tenant knew about the hearing and chose not to attend. The request to review must therefore be denied.

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 proceeding.
22. When I asked the Tenant for submissions as to when the stay on the January 30, 2026 order should be lifted, he initially responded by saying he would not be moving because he would appeal this decision if he is not successful. After I asked a second time, without any explanation or elaboration, the Tenant requested a delay of three years.
23. Three years is an excessive and unreasonable delay. I do find that it is reasonable to delay the lifting of the stay on the eviction order for 30 days to give the Tenant time to secure other living accommodation.

It is ordered that:

1. The request to review order LTB-L-093820-25 issued on January 30, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 13, 2026 is cancelled. The stay of order LTB-L-093820-25 is lifted on April 26, 2026.

March 27, 2026
Date Issued

Mark Melchers
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.