



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

File Number: LTB-L-082024-25-RV

In the matter of: 3, 455 SHERBOURNE RD
Ottawa ON K2A3G1

Between: Byron Rental Properties Ltd. Landlord

And

Itydoo Ndur Tenant

Review Order

Byron Rental Properties Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Itydoo Ndur (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was resolved in favour of the Landlord by order LTB-L-082024-25 issued on January 27, 2026 and based on a hearing that took place on January 21, 2026 where the Tenant did not attend the hearing.

On February 3, 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 4, 2026 interim order LTB-L-082024-25-RV-IN was issued, staying the order issued on January 27, 2026.

This review was heard by videoconference on March 3, 2026.

The Tenant and the Landlord's legal representative, David Lyman, attended the hearing.

Determinations:

1. The Tenant alleges that they were not reasonably able to participate in the hearing that took place by videoconference on January 21, 2026 as a result of ongoing strife with their employer, whom they claim are responsible for the Tenant's current financial predicament.
2. The Tenant does not dispute having received a copy of the Notice of Adjourned Hearing that was sent to them by email on December 23, 2025 by the LTB. The Landlord's application was originally scheduled to be heard on November 26, 2025 but was adjourned on that date due to scheduling overflow. On the November 26th date, both the Tenant and the Landlord's representative attended the hearing.

3. At this review hearing the Tenant explained that they are currently in the process of litigation with their former employer and that this conflict has caused them psychological harm and is violating their Charter Rights by violating their personal security and well-being. That they missed the January 21, 2026 hearing because they feel they were systematically tortured by their previous employer which caused them to miss the hearing. They provided no medical supporting documentation regarding their claims and instead rely on the numerous documents they filed supporting their toxic employment relationship.
4. Indeed, all of the documents filed by the Tenant relate to their employment and do not give rise to any specific allegations of their inability to attend the January 27th hearing. The documents are extensive and were not referenced individually in the hearing. However, it is clear on their face that they are all employment related documents and nothing to do with the Landlord. While I can accept that their employment likely impacted their ability to pay the rent, I am unable to accept on their face that they prove why the Tenant could not attend or participate in the January 21, 2026 hearing as they were clearly aware of it as they stated.
5. The Tenant's expectation that I analyze all of the documents and come to my own conclusion regarding their employment issues and how it relates to not attending the hearing because they claim they are under duress is not appropriate and is not what is intended by a review process. Not only would this be procedurally unfair to do and prejudicial to the Landlord, but the Landlord and Tenant Board is not an employment tribunal capable of undertaking such an analysis.
6. While the Tenants employment circumstances may be considered with respect to discretionary relief from eviction pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), they do not have a second independent applicability at the review stage of the Board's process. This is confirmed in the Divisional Court case of *So v. Canadian Mental Health Association, Toronto Branch*, 2024 ONSC 3371 (Div. Ct.) (CanLii).
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 or that the Tenant was not reasonably able to participate in the proceeding. The Tenants submissions that describe their circumstances are therefore not good cause to review the January 27, 2026 order to re-hear the Landlord's application.
8. The Tenant's request to review the January 27, 2026 order must accordingly be denied.
9. The Tenant has no place to go, no employment income and has lived in the same place for about 8 years. While their financial circumstances are clearly in a state of uncertainty, I do not find it appropriate to provide the requested 90 days before lifting the stay fair to the Landlord.
10. The Landlord also has not received any rent from the Tenant in more than 8 months and the prospect of the Tenant paying rent in the near future is also bleak based on the evidence before me.
11. I do not find it unreasonable to give the Tenant until April 30, 2026 before lifting the stay of the order. This will also extend the voiding time for the Tenant to clear up the rent arrears on the January 27, 2026 order before it presumably would get enforced by the sheriff.

It is ordered that:

1. The request to review order LTB-L-082024-25 issued on January 27, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 4, 2026 is cancelled. The stay of order LTB-L-082024-25 is lifted April 30, 2026.

March 24, 2026
Date Issued

Terri van Huisstede
Member, 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.