



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

File Number: LTB-L-098210-25-RV

In the matter of: Unit D, 8114 TORBRAM RD
BRAMPTON ON L6T4K6

Between: Christopher Latoo Landlord

And

Anderson Ramdass Tenant
Lata Ramdass

Review Order

Christopher Latoo (the 'Landlord') applied for an order to terminate the tenancy and evict Anderson Ramdass and Lata Ramdass (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-098210-25 issued on February 13, 2026.

On February 13, 2026, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 17, 2026, interim order LTB-L-098210-25-RV-IN was issued, staying the order issued on February 13, 2026.

This application was heard by videoconference on March 19, 2026.

The Landlord, the Landlord's Legal Representative Maria Shepherd, and the Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Review Request

1. Application LTB-L-098210-25 was heard by videoconference on February 9, 2026. The Landlord did not attend. The application was dismissed as abandoned.

2. The Landlord's Representative submitted that she became very sick the day before the hearing and instructed the Landlord to attend the hearing to request an adjournment. The Landlord testified that he attended the hearing and was informed that the application would be heard on another day. The Landlord testified that he was not told that the application was withdrawn or abandoned.
3. The Tenant, Lata Ramdass, testified that neither the Landlord nor the Landlord's Representative were present at the hearing, and the adjudicator dismissed the application as abandoned.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.) though the tenant received proper notice of a hearing, the tenant made a mistake about when the hearing was to be held. A new hearing was ordered. At para. 3, the court said "[b]eing reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
5. Based on the submissions of the Landlord's Representative, I am satisfied that she was sick on the day of the hearing. Based on the Landlord's testimony, I am satisfied that he was misinformed regarding the outcome of the hearing. I am mindful of the Tenant's testimony regarding the Landlord's attendance; however, I find it plausible that the parties missed each other in the videoconference if they signed in at different times and were moved to different breakout rooms. Accordingly, I find, on a balance of probabilities, that the Landlord was not reasonably able to participate in the hearing held on February 9, 2026.
6. The Landlord's request to review the order was granted. The Landlord's application was heard *de novo* on March 19, 2026.

L1 Application

7. 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.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Tenant vacated the rental unit on December 14, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
10. The lawful rent is \$1,400.00. It was due on the 9th day of each month.
11. The Tenant disputed the amount of arrears, testifying that they made payments in cash which were not accounted for in the Landlord's ledger. The Tenant provided a handwritten ledger outlining the payments they made. The burden rests with the Tenant to prove, on a balance of probabilities, that payments were made. In the absence of supporting documentation such as rent receipts or bank account statements showing the corresponding withdrawals, I am not satisfied that the payments were made. Accordingly, I

accept the amount claimed by the Landlord. The Tenant has not made any payments since the application was filed.

12. The rent arrears owing to December 14, 2025, are \$9,461.18.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.
15. The Tenant disclosed several issues under section 82 of the *Residential Tenancies Act* (2006) (the 'Act') in their evidence. However, they chose to raise those issues separately in their own application. As such, solely the issue of rent arrears was considered.

It is ordered that:

1. The request to review order LTB-L-098210-25 issued on February 13, 2026, is granted. The order is cancelled and replaced with the following.
2. The interim order issued on February 17, 2026, is cancelled.
3. The tenancy between the Landlord and the Tenant is terminated as of December 14, 2025, the date the Tenant moved out of the rental unit.
4. The Tenant shall pay to the Landlord \$9,647.18. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2026, at 4.00% annually on the balance outstanding.

March 27, 2026
Date Issued

Kate Sinipostolova
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.