



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

**File Number:** LTB-L-073056-25-RV

**In the matter of:** 2209, 2221 YONGE ST  
TORONTO ON M4S0B8

**Between:** Sundeep Kapadia Landlord

**And**

Sadman Kaseef Tenant

**Review Order**

Sundeep Kapadia (the 'Landlord') applied for an order to terminate the tenancy and evict Sadman Kaseef (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-073056-25 issued on February 11, 2026.

On February 15, 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 17, 2026, interim order LTB-L-073056-25-RV-IN was issued, staying the order issued on February 11, 2026.

The review request was heard by videoconference on March 19, 2026.

The Landlord, the Landlord's Legal Representative Akaash Luthra, and the Tenant attended the hearing.

**Determinations:**

**Review Request**

1. Application LTB-L-073056-25 was heard by videoconference on February 2, 2026. The Tenant did not attend. Based on the uncontested evidence of the Landlord, the Board terminated the tenancy and ordered the Tenant to pay rent arrears.
2. The Tenant testified that, the evening before the hearing, he was experiencing severe chest pain and a burning sensation from his stomach to his heart. The pain worsened overnight, and the Tenant felt too unwell to join the videoconference. The Tenant provided a doctor's letter confirming he was assessed on February 2, 2026, and was required to be on bedrest up to February 6, 2026.

3. The Landlord testified that the Tenant has used medical excuses in the past to avoid speaking with the Landlord regarding the rent arrears. The Landlord's Representative submitted that the Tenant's medical note was from a virtual clinic, and that if he was well enough to call them, he was well enough to join the hearing.
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. I disagree with the Landlord's Representative. Attending a Board hearing is stressful for parties and requires more focus than a doctor's assessment. I accept the Tenant's testimony and documentation and find that he was not reasonably able to participate in the hearing held on February 2, 2026, due to his medical condition.
6. The Tenant's request to review the order is granted.

#### L1 Application

7. The Tenant submitted that it was unfair to proceed with the merits of the Landlord's application immediately, as he was only prepared to respond to the review request. I disagree. The interim order issued on February 17, 2026, explicitly advises the parties to be prepared to proceed with the original application should the review request be granted. Both the interim order and the Notice of Hearing direct the parties to provide their disclosure seven days in advance of the hearing. Parties are required to exercise due diligence when reading the Board's orders and communications, and in preparing for Board hearings. Therefore, the hearing continued with the Landlord's application being heard *de novo* on March 19, 2026. I also note that the Tenant had a significant break between the review request being heard at 1:06 PM, and the merits being heard at 3:48 PM.
8. The Landlord's Representative requested to amend the application to accurately reflect the rental unit number, 2209. Given that this change is consistent with the N4 Notice and does not add any new claims, I found it appropriate to grant the amendment. The Representative noted that the application omitted the rent charge for the month of September 2025 but did not request to amend the application. As such, I do not find it appropriate to include the September rent charge in the amount owing.
9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The Tenant disputed the amount of the lawful rent, testifying that the Landlord increased the rent by signing a new lease with the Tenant rather than serving a Notice of Rent Increase as required by section 116 of the *Residential Tenancies Act* (2006) (the 'Act').

Parties cannot contract out of the Act pursuant to section 3. However, having reviewed the two tenancy agreements submitted by the Landlord, I am satisfied that they are distinct due to the parties involved. The first tenancy agreement, from June 1, 2023, to May 31, 2024, had two tenants. The second tenancy agreement, from June 1, 2024, to May 31, 2025, had only one. This is a material change. I am therefore satisfied that the second tenancy agreement was not a continuation of the existing tenancy but created a new one. Therefore, the lawful rent is \$2,525.00, as listed in that agreement. It is due on the 1st day of each month.

12. Based on the Monthly rent, the daily rent/compensation is \$83.01. This amount is calculated as follows: \$2,525.00 x 12, divided by 365 days.
13. The Tenant testified that he made payments in cash that were not accounted for by the Landlord, and that he was never issued receipts. However, the Tenant did not provide any documents, such as bank statements, as evidence. The burden rests with the Tenant to prove, on a balance of probabilities, that payments were made. In the absence of supporting documents, there is insufficient evidence for such a finding. Therefore, I find that the Tenant has not made any payments since the application was filed.
14. Likewise, the Tenant testified that he paid a last month's rent deposit at the start of the tenancy but did not provide the initial tenancy agreement or proof of payment in support. The Tenant could not recall the amount of his alleged payment. Neither of the tenancy agreements provided by the Landlord require a deposit. The Landlord testified that there is no deposit. Accordingly, I am not satisfied, on a balance of probabilities, that there is a last month's rent deposit.
15. The rent arrears owing to March 31, 2026, are \$34,350.00.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. The Tenant testified that he intends to vacate the rental unit but requested additional time to do so. The Tenant does not have any children, health issues, or disabilities. He is unemployed but receives \$2,200-\$3,000 in monthly support from his family.
18. The Landlord's Representative opposed any delay, submitting that the arrears are substantial and that the Landlord is prejudiced by any delay.
19. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The arrears are substantial, and the Tenant does not have any circumstances which would make it difficult to move out. Moreover, the Tenant receives significant support from his family.

**It is ordered that:**

1. The request to review order LTB-L-073056-25 issued on February 11, 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 unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$37,061.00 if the payment is made on or before April 12, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 12, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 12, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$33,588.19. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
8. The Tenant shall also pay the Landlord compensation of \$83.01 per day for the use of the unit starting March 20, 2026 until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before April 12, 2026, then starting April 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 13, 2026.

**April 1, 2026**  
**Date Issued**

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Kate Sinipostolova  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 13, 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**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 12, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To April 30, 2026                             | \$36,875.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$37,061.00</b> |

**B. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$33,402.19          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$33,588.19</b>   |
| Plus daily compensation owing for each day of occupation starting March 20, 2026                                    | \$83.01<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |