



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2627249 ONTARIO INC v PATEL, 2026 ONLTB 27305

Date: 2026-04-07

File Number: LTB-L-010033-25

In the matter of: 424, 503 BALMORAL DR
BRAMPTON ON L6T1W2

Between: 2627249 ONTARIO INC Landlord

And

MITAHABEN PATEL Tenant

2627249 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict MITAHABEN PATEL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2026.

Only the Landlord's Legal Representative James Moak attended the hearing.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,347.26. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.29. This amount is calculated as follows: \$1,347.26 x 12, divided by 365 days.
5. The Tenant has paid \$19,042.93 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$371.01.

7. The Landlord collected a rent deposit of \$1,167.25 from the Tenant 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.
8. Interest on the rent deposit, in the amount of \$220.18 is owing to the Tenant for the period from November 1, 2015, to March 30, 2026.
9. The Landlord's rent ledger showed that the Landlord had charged three (3) application fees to the Tenant and only gave credit back for a single application fee. The Landlord advised that no other applications had been filed or were pending. As a result, the Landlord had charged the Tenant an illegal fee; an extra application fee.
10. The Landlord's L1/L9 update contained significant serious errors.
 - a. In Box 5, the first line shows the monthly rent for March 1, 2025, to be \$1,336.77. This was neither the prior rent, nor the lawful rent. The Landlord admitted this was an error.
 - b. In Box 5, the second line shows an amount owing of \$18,285.54 for the period April 1, 2025, until March 1, 2026. This is approximately 12 months rent, which is an average of \$1,523.79. The Landlord could not explain how they arrived at this amount, if the lawful rent had been \$1,347.26 or less during the same period. They were dismissive of this error stating that the total amount owing was correct.
 - c. The Landlord argued that the total arrears owing at Box 6 was accurate because it reflected the total amount owing in the rent ledger. Based on the findings at paragraph 10, that too was incorrect and reflects a serious error.
11. In *Antler v. Carter*, 2024 ONSC 6407, the Divisional Court affirmed that the Board can control its own processes to ensure a fair and expeditious resolution of applications.

The requirements of procedural fairness are context-specific and incorporate respect for the LTB's choice of procedure. The LTB has the authority to control its own process in accordance with s. 25.0.1 of the Statutory Powers Procedure Act, R.S.O. 1990, c. S.22 ("SPPA") and its Rules. The Act permits the LTB to conduct inquiries it considers necessary before, during, or after a hearing and to question any person concerning the dispute. The Act does not restrict the LTB's ability to control its process, other than to direct that the LTB adopt the most expeditious procedures that allow for a fair process.

12. Section 23(1) of the SPPA provides that the Board may control its process to prevent any abuses.

A tribunal may make such orders or give such directions in proceedings before it as it considers proper to prevent abuse of its processes.

13. The Landlord had submitted false and misleading documents to the Board, which is a clear abuse of process. The Landlord was also charging unlawful fees, and these documents also show that they did not expect to get caught.
14. These serious errors and the refusal to admit to some of them, in my view warrant dismissing the Landlord's application. If a Landlord comes to the Board with unclean hands, because they are unable to maintain an accurate rent ledger and are unable to produce an accurate L1/L9 Update sheet, they should not expect the Board to fix their errors. These are important documents that Tenants rely upon to determine how much they owe a Landlord and if they need to dispute the information. Although the Tenant was not present at the hearing, the Landlord's conduct in charging illegal fees and in submitting sloppy paperwork does not mean that the Board should condone such conduct and simply overlook them by correcting the Landlord's errors when they got caught for them.
15. As a result, I determined that the Landlord's application could not proceed. This means that the Landlord may not charge an application fee to the Tenant.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Tenant is not required to pay an application fee.

April 7, 2026
Date Issued

Robert Patchett
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.