



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

Citation: Gharanay v Caron, 2026 ONLTB 27390

Date: 2026-04-02

File Number: LTB-L-101192-25-RV

In the matter of: 5487 EATON AVE
BURLINGTON ON L7L3S9

Between: Shazia Gharanay Landlords
Hassen Shinwary

And

Melissa Caron Tenants
Jason Sebire
Rachel Sebire
Ethan Sebire

Review Order

Shazia Gharanay and Hassen Shinwary (the 'Landlords') applied for an order to terminate the tenancy and evict Melissa Caron, Jason Sebire, Rachel Sebire and Ethan Sebire (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was resolved by order LTB-L-101192-25 issued on February 18, 2026.

On February 19, 2026, the Landlord requested a review of the order.

The review request was heard by videoconference on March 26, 2026.

Only the second-named Landlord attended the hearing.

As of 9:30am, the Tenants were 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:

Request to Review

1. For the following reasons, the Landlords' request for review is granted.
2. The Landlords say they were not reasonably able to participate in the hearing that took place on February 10, 2026. The second-named Landlord attended the review hearing and provided detailed testimony regarding what occurred on the morning of the hearing. The Landlord says that his young child swallowed a small coin and had to be rushed to the hospital. The Landlord says that both he and his wife spent time with their child at the hospital and were therefore unable to attend the hearing. By the time the Landlord logged into the virtual hearing room, their matter had been heard and their application dismissed as abandoned.
3. The Landlord provided testimony on these points in a detailed and consistent manner and I have no reason to disbelieve him. I believe the Landlord when he says that he and his wife experienced an unexpected medical emergency involving their young child and they were unable to attend the hearing.
4. As I am satisfied that the Landlords were not reasonably able to participate in the hearing that took place on February 10, 2026, I find that their request for review must be granted.
5. As a result, order LTB-L-101192-25 issued on February 18, 2026 was cancelled, and a new hearing was held to consider the merits of the original application for non-payment of rent.

Merits of the Original Application

6. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
7. The Tenants were in possession of the rental unit on the date the application was filed.
8. The Tenants vacated the rental unit on January 22, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
9. The lawful rent is \$3,040.00. It was due on the 1st day of each month.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to January 22, 2026 are \$8,278.90.
12. The Landlords incurred costs of \$244.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlords collected a rent deposit of \$2,900.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy terminated.

14. Interest on the rent deposit, in the amount of \$10.68 is owing to the Tenants for the period from November 20, 2025 to January 22, 2026.

It is ordered that:

1. The request to review order LTB-L-101192-25 issued on February 18, 2026 is granted.
2. Order LTB-L-101192-25 issued on February 18, 2026, is cancelled and replaced by the following:
3. The tenancy between the Landlords and the Tenants is terminated as of January 22, 2026, the date the Tenant moved out of the rental unit.
4. The Tenants shall pay to the Landlord \$5,612.22. 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. The rent deposit and interest the Landlords owe on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
5. If the Tenants do not pay the Landlords the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026, at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Laura Hartsliet
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$8,278.90
Application Filing Fee	\$244.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$10.68
Total amount owing to the Landlord	\$5,612.22