



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

File Number: LTB-L-094216-25-RV2

In the matter of: GRND LVL, 81 VANEVERY ST
ETOBICOKE ON M8V1Y5

Between: Sadaf Shakori Landlord

And

SVETLANA TERN Tenant
DMITRI DAVID FROLOV

Review Order

Sadaf Shakori (the 'Landlord') applied for an order to terminate the tenancy and evict SVETLANA TERN and DMITRI DAVID FROLOV (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-094216-25 issued on January 7, 2026 and amended on January 22, 2026.

On February 6, 2026, the Tenant Dimitri David Frolov requested that order LTB-L-094216-25 originally issued on January 7, 2026 and amended on January 22, 2026 be reviewed and that the order be stayed until the Tenant's request to review the order is resolved.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the audio recording for this hearing.

Determinations:

1. The Tenant's review request ("RTR") claims that Board order issued on January 7, 2026 and amended on January 22, 2026 (the "Order") contains a serious error and that the Tenant was not reasonably able to participate in the proceeding.
2. By way of background, the Landlord filed an L1 Application on the basis the Tenant did not pay the rent that the Tenant owes. The member granted the Landlord's request for eviction and determined the total rent arrears owing to December 20, 2025 to be \$41,373.58.

Ability to participate

3. The RTR claims the Tenant was not reasonably able to participate in the proceeding due to a denial of the Tenant's adjournment request. The RTR explains that the adjournment request was for the purpose of obtaining legal counsel.

4. By way of background, the Order shows that the hearing was originally scheduled for December 9, 2025 – a date the Tenant’s legal counsel had indicated they were unable to attend due to just recently been retained. When the matter was nonetheless adjourned to December 18, 2025 due to an unforeseen medical issue, the Member correctly noted at paragraph 10 of the Order that the adjournment would provide the Tenant’s legal representative with at least some additional time to prepare for the hearing (as originally sought).
5. As noted in paragraph 12 of the Order, the right to representation is not absolute. In considering the Tenant’s request to adjourn, the Order shows the member considered relevant considerations as set out in the LTB’s Interpretation Guideline 1, which provides specific factors the member may consider in deciding such a request. In addition to Guideline 1, section 183 of the *Residential Tenancies Act*, 2006 (the “Act”) requires the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to be heard. I find this is what happened here. In this regard, the Order shows the member considered the procedural history, the Tenant’s demonstrated capability in presenting the Tenant’s case and any financial prejudice to the Landlord that would result from further delay, which included the fact that at the time the alleged exceeded \$40,000.00. Furthermore, the hearing recording also shows the Tenant participated fully in the hearing and provided testimony and evidence on the relevant issues. Consequently, I find no procedural unfairness in the Member’s denial of the Tenant’s adjournment request.

Service issues:

6. The RTR claims the Order contains several serious errors, including a lack of service of the Form N4. In particular, the Tenant claims the Form N4 was served by email without the Tenant’s consent and that the content of the document did not come to the Tenant’s attention.
7. As a starting point, Board Rule 3.1 provides that a document may be served on a tenant by email if it can be shown that the Tenant consented in writing to service by email.
8. While no finding was made that the Tenant ever “consented” in writing to email service, section 191(2) of the Act provides for valid service if it can be shown the content of the document actually came to the attention of the person for whom it was intended, stating:

A notice or document ...shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period [emphasis added]

9. At the October 29, 2025 proceeding in LTB matter #LTB-L-050803-25 – an L1 application proceeding involving the same parties and in which the member had found the Form N4 to be invalid – the member notes a new Form N4 was served upon the Tenant by email “*during the last few minutes of the hearing*”. Paragraph 20 of the Order in the current proceeding addresses the issue of service, stating the “*Tenant acknowledged the receipt*

of the email containing the N4 notice at the hearing of LTB-L-050803-25 on October 29, 2025”.

10. In the RTR, however, the Tenant appears to suggest the Member’s interpretation of section 191(2) was overly broad, stating that *“Acknowledging receipt of any email is not the same as acknowledging receipt of a valid N4 notice. The Tenant subsequently stated at the December 18 hearing that he refused to open the email because it was not validly served”*
11. While the Tenant purports to have “not opened” the document, the facts show the Tenant received the email within the legislative notice period and at the very least, the Tenant was in control of the Form N4 attachment and more importantly, was “aware of its contents” because they knew the email contained an N4 notice. Their refusal to open the email does not alter the fact that they were aware of its contents. In finding that valid service had been rendered, I see no error in the Member’s conclusion that the Tenant had been properly served in accordance with the Act.
12. In the alternative, as noted in paragraph 18 of the Order, Rule 3.4 of the Board’s Rules provides that the LTB may *“permit an alternative method of service including service by email or service on the party’s representative”*. Given the Tenant’s possession, control and awareness of the email containing the Form N4, I find that permitting an alternative method of service was appropriate in the circumstances.

Unsigned N4

13. While the Tenant claims to not have opened the email attachment, the Tenant also claims the Form N4 should be deemed invalid because it *“was unsigned”*. The RTR explains the purported contradiction by stating a subsequent email sent to the Tenant by the Landlord’s representative on that very same day - and within the stipulated 14-day notice period - advised that the previous N4 “lacked a signature”.
14. The Tenant appears to rely upon section 43(1) of the Act which provides that a notice shall be in a form approved by the Board and shall be *“signed by the person giving the notice, of the person’s agent”*. The signature requirement under section 43(1) of the Act must also be balanced, however, against section 212 of the Act, which provides that *“substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient”*.
15. The Act, in this regard, is clear that substantial compliance is achieved *“as long as the error does not significantly prejudice a party’s ability to participate in a proceeding under this Act.”* Of note, the RTR is silent as to how the Tenant was “significantly prejudiced” in the circumstances, stating simply *“the N4 is the foundation of an L1 eviction application...”*. In the absence of such circumstances outlining significant prejudice and considering the Tenant’s own admission that he was purportedly provided with a *“completed and signed N4”* shortly after the first N4 was given, I decline to find the Tenant was “significantly prejudiced” by the lack of signature - if in fact the first N4 was unsigned as the Tenant suggests. I do not find the member seriously erred in finding the Form N4 was valid.

Legal Rent

16. The RTR takes issue with the Member's \$1000/week legal rent determination, stating "*the Order contains no findings as to what the Tenant is paying this rent for. ...*". The RTR articulates the Order does not determine such things such whether the entire house was leased, nor what facilities or services were included and that "*the Tenant's inability to effectively contest the rent figure at the hearing – without counsel, against an experienced representative, in a second language – is itself a consequent of the denial of the adjournment (denial)...*"
17. The RTR submits that rent was \$625/week and suggests the Member improperly relied upon findings from a September 18, 2025 Interim Order (LTB-L-050803-25) from another application involving the same parties but which was eventually withdrawn. In Board matter LTB-L-050803-25, the Member specifically considered the issue of legal rent, including the Tenant's submission that the correct amount was \$625.00, and concluded that "*there had been a meeting of minds when the parties agreed that rent was \$1000/week...I am satisfied that the legal rent for the rental unit is \$1000.00/week*"
18. While it is clear the Tenant disagrees with the Member's findings as to the legal rent figure of \$1000/week in this application, it is clear the issue was already argued and considered on its merits and a determination was already made in Board # LTB-L-050803-25 that the legal rent is \$1000/week.
19. Furthermore, the Board's records also show that the member's determination of legal rent was subsequently upheld on review, with the reviewing member noting in review order dated October 20, 2025 as follows:

...I do not find it was unreasonable nor was it a serious error for the Board to find the lawful monthly rent to be \$1000.00 particularly where the Tenant's payment history and later, admission confirm this fact.
20. I therefore see no error in the member's determination that legal rent was \$1000/week.
21. In addition to contesting the weekly legal rent charged, the RTR additionally claims the member failed to consider other factors, such as whether the Tenant's facilities/services were removed/reduced throughout the tenancy.
22. Section 82 of the Act provides that for rent arrears applications such as the current one, "*the Board shall permit the tenant to raise any issue that could be the subject of an application*" provided certain notice requirements are met, or a satisfactory explanation is provided for why the Tenant could not comply with such requirements ("Section 82 Issues").
23. Neither the Order, nor the Tenant's RTR suggests the Tenant sought to raise Section 82 Issues at the hearing. In other words, the Tenant appears to suggest that an abatement should have been provided, notwithstanding the fact the Tenant did not serve the Landlord

with Section 82 issues which, if proven, could have resulted in an abatement of rent. The lack of service of Section 82 Issues is most likely explained by the Tenant choosing to pursue such claims before the Board separately under the Tenant's own application(s), as the RTR notes: *"the Tenant has filed extensive T2 and T6 applications documenting the Landlord's serious breaches"*. In the absence of the Tenant seeking a remedy under Section 82 of the Act at the current proceeding, the Member was limited to considering the noted maintenance and/or other alleged breaches under the Section 83 of the Act only. The issue of an abatement for maintenance or other issues raised under section 83 of the Act was thus not properly before the Member,

Svetlana Tern

24. A preliminary issue was raised at the hearing by the Tenant as to whether Svetlana Tern's (ST) should be removed from the landlord's application. The RTR claims the member refused to consider submissions on ST's changed status, noting ST *"is the Tenant's employee under a documented employment agreement. She never signed a lease, never agreed to pay rent, and was added to the proceedings by the landlord without her consent"*. The RTR further notes that ST vacated the rental unit in December 2024 (which was within one year of the November 7, 2025 application filing date)

25. In response to the preliminary issue raised, the Member found the issue was already decided in a prior Board Order (LTB-L-019132-25) issued on May 26, 2025. In Board Order LTB-L-019132-25, issued on May 26, 2025, the member found that ST was a tenant and on review, the reviewing member confirmed the member's finding, stating:

there is no indication that the Member applied improper principles in assessing the evidence introduced in this case or that there was insufficient evidence before the Board to support the Member's conclusions regarding the Tenant's status...

26. The Member further explained that absent an agreement to remove ST as a joint tenant, ST may not unilaterally divest her interest in a joint tenancy. Here, the member was satisfied that ST *"was aware of the hearing"* but ultimately chose not to attend. While the RTR states that ST *"filed multiple documents in the Tribunal record prior to the issuance of the January 7, 2026 Order"*, any documentation sent to the Board in advance of the hearing is not *"evidence"* to be considered by the member, unless it is properly introduced and presented at the hearing. While it is clear the Tenant disagrees with the member's – and the prior board Order's – findings concerning ST's tenancy status, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in the hopes of a better outcome. In the circumstances, I find no error in the Member's refusal to remove ST as a Tenant in the current proceeding.

Section 83

27. The RTR claims the member's s.83(3)(a) analysis fundamentally flawed.

28. Section 83(3)(a) of the Act provides that the Board “*shall refuse to grant the application where satisfied that(a) the landlord is in serious breach of the landlord’s responsibilities under this Act or of any material covenant in the tenancy agreement*”
29. The Tenant states he temporarily vacated the rental unit in November 2025 as a result of feeling unsafe/afraid of online intimidation/harassment. The hearing recordings shows the Tenant was queried as to why the Tenant felt unsafe and the Order shows the member considered the Tenant’s allegations but did not find the Tenant’s self transcribed allegations of online intimidation to be credible. The Tenant clearly disagrees with the member’s findings, however the member provided reasons for such findings, including the lack of screenshots or photo evidence of the online conversation or lack of any other corroborating witnesses. As the member’s findings appear to be rationally connected to the evidence adduced, I would not interfere with the assessment of the evidence by the hearing member who was in the best position to assess the evidence and had the benefit and opportunity of hearing the evidence in its totality.
30. The Tenant also claims that the Tenant’s non-receipt of rental receipts and a “*49-day disconnection that occurred months earlier*” in February -April 2025, should have resulted in a mandatory refusal to grant eviction. The hearing recordings shows, however, that the Tenant confirmed that utilities were working when the Tenant left the rental unit and confirmed the Landlord had not made any threats to shut off utilities at the time of leaving the rental unit.
31. As identified by the Member, section 83(3)(a) speaks to the present tense and “serious” breaches. As such, in the absence of evidence showing the Landlord was in serious breach at the time of the hearing, the member was under no obligation to deny eviction. As the Tenant has not shown that any alleged breaches were ongoing as of the date of the hearing and of such a severity as to engage the mandatory denial provisions of section 83(3)(a) of the Act, I find no error in the member’s application of the relevant legal principles under section 83 of the Act to the situation at hand.

Amendment

32. The RTR states the “Amended Order” contains a non-clerical amendment, as the amendment stipulates in the header of the Order that the use of the term “Tenant” refers to all tenants identified in the Order. While the Tenant admittedly takes issue with ST being named as tenant, the Landlord’s application and the Order identifies two tenants. The necessary result is that the relief rendered would apply to both named tenants, irrespective of the singular use of the term Tenant in the body of the Order. As the amendment merely articulates and clarifies the Order’s application to both tenants, I find the amendment to be clerical in nature and find no error in the Member’s decision to amend the Order.

Misrepresentations / Factual

33. The RTR states that the Landlord's legal representative made certain misrepresentations of fact at the hearing. Based upon the submissions made in the RTR and for the reasons that follow, I am not satisfied that the RTR has identified a serious error in the Order on this basis.
34. For instance, the Tenant claims the Landlord's legal representative "misrepresented" that the criminal mischief matter involving the Landlord was "withdrawn", suggesting the misrepresentation was directly relevant to the issue of the Landlord's overall "credibility". While paragraph 45 of the Order acknowledges evidence of "*ongoing court and tribunal cases (both civil and criminal)*", the Member makes no findings in respect of any such alleged misrepresentation, nor does the Order show the member relied upon any such alleged misrepresentation in assessing credibility.
35. As another example, the Tenant states a rent payment of \$625 in December 2024 was made but that the Landlord's legal representative misrepresented the payment status as being "unknown". The Order, however, shows the Member considered - and accounted for - total rent payments made for the relevant period in the amount of \$626.42, comprising a credit of \$1.42 and a payment of \$625.00. The Order thus shows that credit was given to the Tenant for the purported \$625 payment, notwithstanding any alleged misrepresentation. Consequently, I do not find the Tenant's concerns to be substantiated based upon the available facts.
36. The RTR notes the Member determined the daily compensation based upon a 52-week calculation as opposed to a 52.143-week calculation period. The Tenant takes issue with the formula used to calculate daily compensation, stating the member's figure of \$142.47 differs from the Tenant's figure of \$142.86. Given the minimal nature of the discrepancy and the Tenant's own acknowledge that the purported error "*favours the Tenant*", I find no serious error arising from the daily compensation calculation. While the Tenant states the purported error "*undermines confidence in the accuracy of every monetary figure in the Order*", the Tenant's concerns do not appear to be substantiated based upon the submissions made and the Member's ultimate determinations.
37. As I am not satisfied that there is a serious error in the order or the proceedings, the RTR must therefore be denied. Interim Order LTB-L-094216-25-RV-IN issued on February 12, 2026 shall be cancelled. As I understand there is currently a stay of the Order imposed by the Divisional Court, only the stay of the Order imposed by Interim Order LTB-L-094216-25-RV-IN issued on February 12, 2026 shall be lifted by this review order.

It is ordered that:

1. The request to review order LTB-L-094216-25 originally issued on January 7, 2026 and amended on January 22, 2026 is denied. The order is confirmed and remains unchanged.
2. Interim Order LTB-L-094216-25-RV-IN issued on February 12, 2026 is cancelled. The stay imposed by Interim Order LTB-L-094216-25-RV-IN issued on February 12, 2026 is lifted immediately.

March 31, 2026
Date Issued

Peter Nicholson
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.