



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

Citation: ASSENSOH v MIMOUNI, 2026 ONLTB 29315

Date: 2026-04-13

File Number: LTB-L-102789-24-RV

In the matter of: 5, 370 ST JOHNS RD
YORK ON M6S2K8

Between: MARTIN ASSENSOH

Landlord

And

MEHDI MIMOUNI
ANITA MIMOUNI
AMINA MIMOUNI

Tenants

Review Order

MARTIN ASSENSOH (the 'Landlord') applied for an order to terminate the tenancy and evict MEHDI MIMOUNI, ANITA MIMOUNI and AMINA MIMOUNI (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-102789-24 issued on February 13, 2026.

On February 20, 2026, the Tenants requested a review of the order.

On February 27, 2026, interim order LTB-L-102789-24-RV-IN was issued, staying the order issued on February 13, 2026.

This application was heard by videoconference on April 8, 2026.

The Landlord's Legal Representative Naseer Ahmed and the Tenant Mehdi Mimouni attended the hearing.

Determinations:

1. On the basis of the submissions made in the request, I am satisfied that there is a serious error in the order.
2. The Landlord's L1 application for an order terminating the tenancy and eviction based on arrears of rent was heard on November 13, 2025. The Tenants raised tenant issues under section 82 of the Act in response.

Postponement of an eviction

3. The hearing Member reserved his decision in order to consider and make findings on the Tenants' s.82 issues, including whether the Tenants were entitled to compensation which might off-set the rent arrears.

4. The L1 order was issued on February 13, 2026. In the order the hearing Member states, at paragraph 19, that the Board will postpone the eviction and gives the date of February 24, 2026. The time frame is the standard 11 days from the date the order issued, which is consistent with a routine L1 application remedy.
5. The Tenant M.M. claims in the review request that the 11-day time frame does not reflect a postponement. He and his family will be prejudiced significantly if they are only permitted 11 days to find alternative housing and to vacate the rental unit.
6. From his perspective, they could not have known until the order issued whether a remedy granted on their claims might reduce the arrears to a nominal or manageable amount. They could not prepare to vacate without knowing whether they would need to vacate. Most importantly, the Tenant believed from reading the order that an eviction, if ordered, would be postponed beyond the standard 11 days but it was not. This realization caused the Tenants confusion and panic.
7. The Landlord's Legal Representative N.A. submits that between November 13, 2025 and February 13, 2026, the Tenants benefited from a delay of eviction for a period of three months, and another delay of almost two more months while waiting for the review hearing, during which time they have not paid the rent or any money to reduce the arrears.
8. I appreciate that the issues in the applications were not straightforward and that the presiding Member needed time to review the evidence and submissions before making final determinations, although it would have been prudent for the Member to include reasons in the order explaining why he did not delay the eviction further.
9. Having heard and considered the parties' submissions, I am satisfied that there is a serious error in the order and so the Tenant's review must succeed.

Additional grounds of review

10. The Tenant M.M. also alleges that the Member unreasonably dismissed their claims under section 82 of the Act. He complains that the hearing was "rushed" and that the Member impeded the Tenants from introducing relevant evidence while improperly accepting late disclosure from the Landlord. He submits that he formed a reasonable apprehension of bias during the hearing.
11. I am unable to find that there were any errors of natural justice in the proceedings or serious errors in the order on these grounds which would necessitate a re-hearing of the L1 application and section 82 issues.
12. I listened to the audio recording of the original hearing in full. Contrary to M.M.'s claims, the presiding Member was patient and accommodating to the parties throughout. At different points the Member invited the Tenants to "show me whatever you want to, that you think would help" support their case.
13. The Member allowed the Tenants to present many photos and multiple videos. The Member did limit additional audiovisual evidence depicting the same condition and declined to view the entirety of a lengthy video after stating that the issue had been understood. In fact, on several occasions M.M. proposed to the Member that he could "skip through" a particularly long video and "just see the beginning and the end".

14. Limiting repetitive or unnecessary evidence is a legitimate exercise of a Member's authority under the *Residential Tenancies Act, 2006* and the Board's Rules of Procedure. Such rulings are routine and do not, without more, give rise to an inference of bias.
15. There is no evidence on the record of hostile language, unequal treatment of the parties, pre-judgment of the issues, or any conduct that would lead an informed and reasonable observer to conclude that the Member was biased.
16. An allegation of reasonable apprehension of bias must be raised at the earliest opportunity, and in particular, before the presiding Member at the hearing when the alleged conduct occurs. Raising the issue contemporaneously allows the Member to address the concern, clarify the record, or consider recusal if warranted. A party may not remain silent during the hearing, participate fully, and then raise bias for the first time on a review after receiving an unfavourable decision. This issue is raised for the first time on review and is therefore procedurally improper.
17. The Hearing Member's findings of fact are entitled to considerable deference. I would not interfere with the assessment of the evidence by the hearing Member, who had the opportunity of observing the witnesses and of hearing the evidence in its totality.
18. As such, I am not satisfied that there are serious errors as claimed, above.

Present situation

19. The Tenant M.M. indicated that they have nevertheless been looking for housing and are waiting confirmation from a different landlord that their recent rental application is approved. The tentative occupancy date is May 2, 2026.
20. The Landlord is content to hear that the Tenant is moving out but is concerned about any further delays. The non-payment of rent is highly prejudicial to the Landlord financially. The arrears to April 30, 2026 are \$31,000.00. There is no last month's rent deposit.
21. The Tenant could not adequately explain why they neglected to pay even a portion of the rent to the Landlord for over 15 months. As N.A. pointed out, they should have those funds available to them in their bank.
22. On the basis of the Tenant's assertion that they are vacating within the very near future, I find that it would not be unfair to require the Tenant to vacate the rental unit on or before May 2, 2026.
23. This will cause further hardship for the Landlord but the Landlord will be entitled to file this order with the Sheriff early, for enforcement on or after May 3, 2026.

It is ordered that:

1. The request to review order LTB-L-102789-24 issued on February 13, 2026 is granted.
2. The interim order issued on February 27, 2026, is cancelled.
3. Order LTB-L-102789-24 is cancelled and replaced with the following.
4. The tenancy between the Landlord and the Tenant is terminated as of May 2, 2026. The Tenant must move out of the rental unit on or before May 2, 2026.

5. Upon receipt of this order, the Landlord may file the order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 May 3, 2026.
7. The Tenant shall pay to the Landlord \$31,000.00, representing rent owing to April 30, 2026.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
10. The Tenant shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting May 3, 2026 until the date the Tenant moves out of the unit.

April 13, 2026
Date Issued

Elle Venhola
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 November 5, 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.