



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

File Number: LTB-L-033939-25-RV

In the matter of: Basement, 23 GEORGE ROBINSON DR
BRAMPTON ON L6Y2M7

Between: Suzanne Girotra Landlord

And

Ramdharry Raywatte Former Tenant
Carson Horatio Mickenzie

Review Order

Suzanne Girotra (the 'Landlord') applied for an order requiring Ramdharry Raywatte and Carson Horatio Mickenzie (the 'Former Tenant') to pay:

- the rent and daily compensation that the Former Tenant owes.
- the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was resolved by order LTB-L-033939-25 issued on January 23, 2026.

On February 18, 2026, the Former Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On February 19, 2026, interim order LTB-L-033939-25-RV-IN was issued, staying the order issued on January 23, 2026.

This request was heard by videoconference on March 26, 2026. The Landlord, the Landlord's Legal Representative, I. Gardner, the Tenant's Legal Representative, H. Davies, and the Tenant, Ramdharry Raywatte, attended the hearing. The Landlord's spouse, R. Girotra, was also present at the hearing.

Ramdharry Raywatte stated that she ended her relationship with the Tenant, Carson Horatio Mickenzie, who was absent from the hearing.

Determinations:

1. The Former Tenant alleged that they were not reasonably able to participate in the original proceeding of January 12, 2026, which resulted in order LTB-L-033939-25 directing them to pay outstanding arrears and costs incurred by the Landlord for damages that the Former Tenant caused to the rental unit.
2. In support of the request to review the order, the Former Tenant testified that she was sick and unable to attend the hearing. The Former Tenant presented a letter from a doctor dated January 20, 2026, in which the doctor states that the Tenant was seen at the clinic on January 20, 2026, and that *'She was unable to participate in the court date on Jan 12, 2026, due to illness. I did not assess her on that date.'*
3. The Former Tenant stated that she was unable to obtain the letter earlier because she was sick in the days leading up to January 20, 2026.
4. The Landlord opposed the request stating that the Former Tenant was aware of the hearing and did not communicate her predicament to either the Landlord or the Landlord's Legal Representative. She simply chose not to attend the hearing.
5. The Landlord and Tenant Board Interpretation Guideline 8 states that *"The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding"*.
6. Although the Notice of Hearing states categorically that if you are the Tenant and you do not attend the hearing or send a representative, the Board can hold the hearing without you and make a decision based on what is claimed by the Landlord, the Board's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The courts have enjoined that the phrase *"not reasonably able to participate"* should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but were prevented from so doing, then they should be entitled to a hearing through the review process.
7. In this case, I am not satisfied that the Former Tenant genuinely intended to participate in a hearing as there is no evidence on the record demonstrating that she was ill on the date of the hearing or that her alleged illness prevented her from attending. While the Tenant presented a letter from her doctor, the contents of the letter are based entirely on information provided by the Former Tenant herself. The doctor had no firsthand knowledge that the Former Tenant was unable to participate in the proceeding due to illness on the hearing date.
8. Throughout the period during which the Former Tenant claims she was sick, there is no evidence that she sought medical attention. She only visited the doctor when she required a letter to support her explanation for failing to attend the hearing. In addition, the Former Tenant did not take any steps to notify either the Landlord or the LTB of her alleged illness or inability to participate in the proceeding, either during or after the hearing and did not ask a representative to appear on her behalf or contact the LTB to request an adjournment. These are reasonable steps that were available to the Tenant given that the Notice of

Hearing expressly warned of the consequences of failing to attend the hearing. The Former Tenant's lack of diligence leads me to conclude that she had no genuine intention of participating in the proceeding.

9. On the basis of the submissions made in the request, I am not satisfied that the Former Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-033939-25 issued on January 23, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 19, 2026, is cancelled. The stay of order LTB-L-033939-25 is lifted immediately.

April 17, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.