



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

Citation: Begam v Whalen, 2026 ONLTB 32875

Date: 2026-04-29

File Number: LTB-L-075816-25-RV

In the matter of: NORTH SIDE OF BASEMENT UNIT- ROOM#2,
20 GRACE STREET
SCARBOROUGH ON M1J2M4

Between: Maksuda Begam Landlord

And

Loyola James Whalen Tenant

Review Order

Maksuda Begam (the 'Landlord') applied for an order to terminate the tenancy and evict Loyola James Whalen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-075816-25 issued on December 10, 2025. The Tenant was not present or represented at the original hearing, which took place on November 13, 2025.

On February 11, 2026, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 11, 2026 interim order LTB-L-075816-25-RV-IN was issued, staying the order issued on December 10, 2025.

This request to review was heard by videoconference on March 18, 2026.

The Landlord, the Landlord's agents, Farzana Kazi ('FK') and Razib Bashar ('RB'), the Tenant, and the Tenant's legal representative, Vidy Matadeen ('VM'), attended the hearing.

Determinations:

1. In the request to review the Tenant claims he was not reasonably able to participate in the November 13, 2025 hearing because he was not served with a copy of the notice of hearing.
2. At the hearing, the Tenant said he did not receive a copy of the N4 notice that this application is based on, and he also did not receive the notice of hearing, the Landlord's disclosure in advance of the November 13, 2025 hearing, the order, or the Sheriff's notice

to vacate. The Tenant said he did not know about this proceeding until the Sheriff knocked on his door to enforce the eviction order.

3. The LTB mailed the notice of hearing for the November 13, 2025 hearing to the Tenant on September 25, 2025 (DOC-6474634). The mail was not returned to the LTB by Canada Post, and it is therefore deemed to have been delivered on September 30, 2025: r. 3.9(a), *LTB Rules of Procedure*.
4. According to the certificate of service in the file, the Landlord served the Tenant with the N4 notice and an N12 notice by mail, sent on August 20, 2025 (DOC-6368751).
5. The December 10, 2025 order was mailed to the Tenant by the LTB on December 10, 2025. This mail was also not returned to the LTB by Canada Post, and is therefore deemed to have been delivered on December 15, 2025: r. 3.9(a), *LTB Rules of Procedure*.
6. I find it unlikely that all of these pieces of mail somehow went missing. The only explanation that the Tenant provided was an unsupported accusation that the Landlord had stolen his mail.
7. The Landlord was in the same building as the rental unit during the November 13, 2025 hearing. The Landlord's evidence was that the Tenant was home during the hearing, and he could probably hear her while she was in the hearing. When asked why she did not tell the Tenant about the hearing on the hearing date, the Landlord's position was that the Tenant had simply chosen not to attend, there was a very acrimonious relationship between the parties, and she did not want to communicate with him. The parties' acrimonious relationship was evident during the hearing.
8. VM submitted that the request to review should be granted because the Landlord did not prove the Tenant received the notice of hearing.
9. This is the Tenant's request to review, and the Tenant bears the burden of proof relative to the request to review on a balance of probabilities. To prove something on a balance of probabilities, one must present sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that something happened or a fact is true: *FH v. McDougall*, 2008 SCC 53 (CanLII), paras 44-46.
10. I find that the Tenant was properly served with the notice of hearing by the LTB. As stated above, the notice of hearing is deemed to have been delivered on September 30, 2025. I am not satisfied that the Tenant presented sufficient clear, convincing, and cogent evidence to establish that it is more likely than not that he did not receive the notice of hearing sent to him by the LTB.
11. I do not accept that the Landlord stole the Tenant's mail. There was no cogent evidence to support this allegation.
12. Given my finding that the Tenant was properly served with the notice of hearing, I find that he was reasonably able to participate in the November 13, 2025 hearing. No other explanation was provided by the Tenant for why he was not present.
13. Since the Tenant was properly served with the notice of hearing, but without explanation was not present at the hearing, I find that it is more likely than not that the Tenant's

absence was the result of his own negligence, lack of reasonable diligence, or choice. The request to review must therefore be denied: see *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 12; *Gusain v. Arnold*, 2023 ONSC 3765 (CanLII), para 48; *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), para 8.

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

It is ordered that:

1. The request to review order LTB-L-075816-25 issued on December 10, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 11, 2026 is cancelled. The stay of order LTB-L-075816-25 is lifted immediately.

April 29, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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