



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

Citation: Hundal v Smith, 2026 ONLTB 33767

Date: 2026-04-24

File Number: LTB-L-019086-26-RV

In the matter of: 45 WHITEFISH ST
WHITBY ON L1P0E5

Between: Zeinab Hundal Landlords
Alla Al-Salem

And

Zion Jerusalem Justina Smith Tenants
Derick Stephen Reid

Review Order

Zeinab Hundal and Alla Al-Salem (the 'Landlords') applied for an order to terminate the tenancy and evict Zion Jerusalem Justina Smith and Derick Stephen Reid (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the order issued by the Board on February 5, 2026 with respect to application LTB-L-098838-25.

This application was resolved by order LTB-L-019086-26 issued on April 22, 2026.

On April 23, 2026, the Tenants requested a review of the March 9, 2026 ex-parte order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. In the review request, the Tenants seeks the review the March 9, 2026 ex-parte order related to LTB-L-098838-25 issued on February 5, 2026.
2. The Tenants also requested to extend the deadline to file the review. However, this request is denied for the reasons that follow.
3. The original hearing of the Landlords' L1/L2 application LTB-L-098838-25 was heard on January 26, 2026 and the order issued February 5, 2026. That order was not reviewed by the parties.

4. For clarity, the Tenants' motion was heard on April 15, 2026 and the order issued on April 22, 2026. As the Tenants vacated the rental unit, the presiding Member denied the motion and lifted the stay.
5. In the review request, essentially, the Tenants seek to argue the reasons for the breach and to have the March 9, 2026 order "voided and removed from record." The Tenants vacated and do not want the eviction order on record and believes it causes serious prejudice to them.
6. The Tenants also want to argue whether the March rent and interest was appropriately applied, and if the tenancy had been terminated and whether they complied with the payment plan.
7. At the April 15, 2026 hearing, the Member was not required nor was it relevant to hear the Tenants' issues as they had moved out of the rental unit so any further analysis of the breach or other claims were irrelevant for the purpose of the set aside.
8. As for the March 9, 2026 ex-parte order, I have reviewed the order and cannot find any errors related to the calculations.
9. The request to review is denied both because it is moot and because there is no serious error in the order.
10. The doctrine of mootness is a doctrine of general policy that a court or tribunal may "... decline to decide a case which raises merely a hypothetical or abstract question. The general principle applies when the decision of the court [or tribunal] will not have the effect of resolving some controversy which affects or may affect the rights of the parties. If the decision of the court [or tribunal] will have no practical effect on such rights, the court [or tribunal] will decline to decide the case. This essential ingredient must be present not only when the action or proceeding is commenced, but at the time when the court is called upon to reach a decision. Accordingly if, subsequent to the initiation of the action or proceeding, events occur which affect the relationship of the parties so that no present live controversy exists which affects the rights of the parties, the case is said to be moot": *Borowski v. Canada (Attorney General)*, 1989 CanLII 123 (SCC); [1989] 1 SCR, p. 354.
11. The effect of the ex parte order is to terminate the tenancy, as requested by the Landlords. The termination date and the eviction date have passed, and the Tenants have vacated the unit. A review of the order on this type of application would have no practical effect on the rights of the parties because the only possible outcomes of this type of application are dismissal and termination of the tenancy. The tenancy being terminate and the Tenants having vacated, rehearing the matter and ordering the tenancy terminated again would not have a practical effect on the parties' rights relative to this application and would waste the LTB's time and resources.
12. The court or a tribunal will decline to hear cases that are moot, unless the court or tribunal exercises its discretion to depart from this policy: *Borowski v. Canada (Attorney*

General), 1989 CanLII 123 (SCC); [1989] 1 SCR, p. 354-363. It is possible that an adversarial nature may still be present in the proceeding, but this simple fact is not enough to justify expending the LTB's resources to hear and determine this case. This is not a case which raises an issue of "... public importance of which a resolution is in the public interest".

13. The Tenants want a rehearing, to argue the breach but they have already vacated. There is no practical reason for a rehearing and do not find it would be reasonable for the LTB to expend time and resources to hear a review request relative to this moot case.
14. Even if the case were not moot, I do not find that there was a serious error in the ex-parte order.

It is ordered that:

1. The request to review order LTB-L-019086-26 issued on March 9, 2026 is denied. The order is confirmed and remains unchanged.

April 24, 2026
Date Issued

Dana Wren
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.