



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

Citation: ASSENSOH v NAIDUMANGA, 2026 ONLTB 33969

Date: 2026-05-01

File Number: LTB-L-069320-25-RV

In the matter of: 4, 370 ST JOHNS RD
TORONTO ON M6S2K8

Between: MARTIN ASSENSOH Landlord

And

NARASIMHA NAIDUMANGA Tenants
PRASANNA MANGA

Review Order

MARTIN ASSENSOH (the 'Landlord') applied for an order to terminate the tenancy and evict NARASIMHA NAIDUMANGA and PRASANNA MANGA (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-069320-25 issued on December 5, 2025.

On December 22, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 22, 2025, interim order LTB-L-069320-25-RV-IN was issued, staying the order issued on December 5, 2025.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Legal Representative Naseer Ahmed and the Tenant Prasanna Manga (the 'Tenant') attended the hearing.

Determinations:

1. The Tenants claim in their Request to Review that the Landlord had never reached out the Tenants about rent payments, never received the Landlord's application or the Notice of Hearing for the October 23, 2025, hearing.
2. The Tenant also alleges that the lawful monthly rent is \$1,600.00 not \$1,800.00 as outlined in the order and that the Tenants do not have access to their mail. The Tenants' request goes on to allege that the previous tenant in the unit had accessed the mailbox sometime

in August or September 2025 and likely discarded the Notice of Hearing. The Board's records show that the Notice of Hearing was mailed on September 4, 2025.

3. Despite this, the Tenants' request goes on to allege that three days before the October 23, 2025, hearing date, the Landlord had provided the Tenants with only a partial picture of the Notice of Hearing. The Tenants also allege that the Landlord and the Tenants had come to a resolution prior to the hearing and had believed the hearing would not take place.
4. At the Review Hearing, the Tenant testified that she received the Notice of Hearing, but it did not contain a Zoom link. She agreed that she asked the Landlord for clarification but never contacted the Board.
5. The Landlord's position is that the rent was always \$1,800.00 per month and that the Landlord never agreed to lower the rent by \$200.00 per month. The Landlord also submitted that the Tenants have always had keys to their mailbox.
6. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenants was not reasonably able to participate in the proceeding.
7. The Tenants never provided any documentation to show that their mailbox had been damaged and requested from the Landlord for the mailbox to be fixed. No examples of other missed documents were provided to show a pattern whereby the Tenants had been getting their mail for a specific period of time.
8. Further, the Tenants were provided a copy of the Notice of Hearing but never followed up with the Landlord or the Board to try to participate in the hearing, despite knowing that a hearing was taking place.
9. Guideline 8 of the Board's Interpretation Guidelines states that the LTB will refuse requests where the requestor's absence was the result of negligence or it finds no reasonable explanation for the failure to attend. *1474367 Ontario Inc. v. Millien*, 2011 ONSC 1563; TSL-67802-15-RV(Re), 2016 CanLII 1738 (ON LTB); NOL-08906-12-RV (Re), 2012 CanLII 59993 (ON LTB); TNL-19146-11-RV (Re), 2011 CanLII 71522 (ON LTB).
10. Paragraph 11(b) of the Divisional Court case of *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 (Div. Ct.) states: "the tenant's internal thought processes are not relevant to an issue before this court. Procedural fairness is assessed on an objective standard". The Court continued, writing: "The subjective state of mind of the appellant would matter only in this analysis if there was evidence that he was incapable of participating in the hearing (by reasons of factors such as (without limitations) illness, disability or language barrier)."
11. Having reviewed the amount of arrears, I am not satisfied that the Tenants were unaware that they owed rent to the Landlord. The Tenants knew or ought to have known the status of their own finances and I have no reason to disbelieve the Landlord when they served the N4 notice upon the Tenants in August of 2025.
12. Further, the Tenants were not only mailed the Notice of Hearing by the Board but was also provided the documents in advance of the hearing by the Landlord. Had the Tenants not understood what was happening, they could have reasonably contacted the Board or the

Landlord for clarification of same. They did not avail themselves of this assistance and as such, the Tenants' Request to Review is denied.

13. The Tenants requested additional time should the Request to Review be denied. Due to the issuance of this order, the lifting of the stay will be granted immediately.

It is ordered that:

1. The request to review order LTB-L-069320-25 issued on December 5, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 22, 2025, is cancelled. The stay of order LTB-L-069320-25 is lifted immediately.

May 1, 2026
Date Issued

Jagger Benham
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.