



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

File Number: LTB-L-072158-25-RV

In the matter of: 1903, 35 CANYON AVE
NORTH YORK ON M3H4Y2

Between: 35 Canyon Avenue Limited Landlord

And

Rehan Ahmed Tenant

Review Order

35 Canyon Avenue Limited (the 'Landlord') applied for an order to terminate the tenancy and evict, Rehan Ahmed (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-072158-25 issued on February 5, 2026.

On February 20, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 24, 2026 interim order LTB-L-072158-25-RV-IN was issued, staying the order issued on February 5, 2026.

This request was heard by videoconference on April 7, 2026.

The Landlord's Legal Representative, N. Ruby, the Landlord's Agent, J. Goldband, and the Tenant attended the hearing.

Determinations:

1. In this request, the Tenant alleged that the order contains serious errors.

Alleged Serious Error #1 – Tenants named incorrectly

2. The Tenant asserted that there is a serious error in the order as it incorrectly names three tenants when he is the sole Tenant on the Amended Lease.
3. At the review hearing, the Tenant submitted that the former tenants, Fahad Ansari and Mohammed Abdul Junaid Farooqui, should not be listed in the application as the parties' Lease Agreement was amended on June 6, 2022 to only name himself as the Tenant. In support of his assertion, he provided a copy of the Lease Amending Agreement into evidence (DOC-7682434).

4. The Landlord's Legal Representative submitted that this information was discovered after the order was issued and agrees that the order should only name the Tenant. She submitted that the Tenant had previously notified the Landlord that these individuals had vacated the rental unit and that some paperwork had been completed to that fact and acknowledged the Lease Amending Agreement.
5. Based on the uncontested submissions before me, I was satisfied that the order named two former tenants who had been incorrectly named in the application. However, I am not satisfied that this amounts to a serious error in the order as this can be corrected with a request to amend a clerical error. Therefore, I was satisfied that the order ought to be amended to remove Fahad Ansari and Mohammed Abdul Junaid Farooqui as parties to the application.

Alleged Serious Error #2 – Unreasonable Exercise of Discretion

6. The Tenant also asserted that the Hearing Member unreasonably exercised their discretion pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act') because according to the court order he will receive an Income Replacement Benefit (IRB) but it is just the amount that is still being processed. He further asserted that he was not given a lot of time to present his side and that any discretion was based on the Landlord's submission.
7. The Tenant further asserted that the Hearing Member's discretion under section 83 of the Act was unreasonable because it was based on the belief of there being three tenants and that only the Landlord's side was heard as he was not allowed to speak. Although he confirmed that he was able to submit his court decision related to a determination of an IRB he submitted that the Hearing Member did not ask a lot of questions about it.
8. The Landlord's Legal Representative submitted that at the last hearing, if you listen to the hearing recording, the Tenant's information about their Catastrophic Impairment determination was provided including an expectation of a lump sum of funds. She also submitted that during the hearing the Hearing Member tried to get specifics from the Tenant about this decision including how much and when the funds are expected. She further submitted that there was a long discussion between the Hearing Member and the Tenant trying to get the details but the Tenant just could not answer.
9. In response submission, the Tenant acknowledged that he did talk about the numbers (his wages) at the last hearing and that there would be a lump sum amount enough to cover the rent arrears but at that time he did not know the exact amount or when the payment would be received.
10. In response submission, the Landlord's Legal Representative submitted that the information was simply that the lump sum was coming. She also submitted that the Member asked whether any accruing rent could be paid before the lump sum arrives and the Tenant responded not the full amount.

Analysis and Law

9. For the following reasons, I was not satisfied that the order contains a serious error.

10. The relevant sections of 83 of the Act are as follows:

(1) Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

(a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or

(b) order that the enforcement of the eviction order be postponed for a period of time.

(2) If a hearing is held, the Board shall not grant the application unless it has reviewed the circumstances and considered whether or not it should exercise its powers under subsection (1).

11. Guideline 8 of the *Landlord and Tenant Board's Interpretation Guidelines* (the 'Guidelines') provides that a review is not an opportunity to change the way a case was presented. The LTB will only exercise its discretion to grant a review when it is satisfied that order contains a serious error and provides that a serious error includes:

- An unreasonable exercise of discretion which results in an order outside the usual range of remedies or results and where there are no reasons explaining the result.

Emphasis Added

12. I have listened to the hearing recording in its entirety.

13. The recording for this matter commences at 32:00 and ends at 43:53. Section 183 of the Act provides that the LTB must adopt the most expeditious method of determining the issues in an application that affords all parties an adequate opportunity to know them and respond.

14. Based on the hearing recording, I was not satisfied that the Tenant was prevented from presenting his circumstances to be considered pursuant to section 83 of the Act. At 35:12 in the recording, the Tenant described his circumstances including his car accident, subsequent determination of a catastrophic impairment, attempts with rent bank, current work situation being reduced duties, and current income.

15. Also, at 37:47 in the recording, the Tenant introduces his Licence Appeal Tribunal ('LAT') decision (DOC-6739659) and directs the Hearing Member to pages 25-26 for the finding that he is entitled to IRB from September 18, 2023, but states he has to file his income taxes first. The Hearing Member then attempts to go through the calculations with the Tenant, including what the lump sum payment may equal and that it would most likely just cover the rent arrears. At 40:55 in the recording, the Tenant confirms that the rent arrears will continue to accrue until this payment is received as he is not able to pay the full on-going rent.

16. At 41:22, the Landlord's Legal Representative provides the Landlord's circumstances.

17. At paragraphs 7 and 8 of the order, LTB-L-072158-25, issued on February 5, 2026, the Hearing Member discusses the parties circumstances/submissions:

“7. The Tenant did not oppose the rent arrears owing, testifying that they had only been able to make partial payments due to being off work following a catastrophic accident. They also testified that they wished to maintain their tenancy proposing they could continue to pay partial rent until March 2026 at which time they expected a payout as a result of their disability claim and would be able to pay the arrears in full. This was supported by a Licence Appeal Tribunal decision entered in evidence. They also testified that they would require three to six months to find a new rental property, should their request not be granted, owing to their disabilities.

8. The Landlord Representative was opposed, submitting that the aforementioned decision gave no timeline of payout or amount awarded. They also submitted that by the Tenant's own testimony they were unsure of when they would receive the funds.”

18. At paragraphs 12 and 13 of the order, LTB-L-072158-25, issued on February 5, 2026, the Hearing Member made the following findings pursuant to section 83 of the Act:

“12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.

13. Specifically, given the ongoing personal issues the Tenant is facing I am satisfied a delay is warranted. However, I cannot overlook the amount of arrears owing and the fact that neither the Tenant nor the decision from the Licence Appeal Tribunal provide a monetary amount or timeline for the payout claimed that would clear the arrears.”

19. Based on the submissions before me and the hearing record, I was not satisfied that there is a serious error in the order. The Hearing Member exercised his discretion reasonably pursuant to section 83 of the Act and delayed the eviction until March 31, 2026. There was no evidence before me that the Hearing Member considered three tenants when exercising his discretion under section 83 of the Act.

20. The Hearing Member clearly cites the Tenant's circumstances at paragraph 7 and the Landlord's position at paragraph 8 of the order. The Hearing Member also provides sufficient reasons for not delaying the eviction beyond that date citing undisputed facts such as the amount of rent arrears owing, and that the Tenant could not provide a monetary amount or timeline for the payout from the LAT decision that may clear the arrears. There was nothing before me that this result is outside the usual range given in similar circumstances.

21. Consequently, the Tenant's request for review is denied.

It is ordered that:

1. The request to review order LTB-L-072158-25 issued on February 5, 2026 is denied. The order is confirmed and remains unchanged but for the following amendment:
2. Fahad Ansari and Mohammed Abdul Junaid Farooqui are removed as Tenants.
3. The interim order issued on February 24, 2026 is cancelled. The stay of order LTB-L-072158-25 is lifted immediately.

May 7, 2026
Date Issued

Lisa Del Vecchio
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.