



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

Citation: Dubb v Ibrahim, 2026 ONLTB 38099

Date: 2026-05-13

File Number: LTB-L-100735-25-RV

In the matter of: MAIN FLOOR APARTMENT, 48 BRISTOL AVE
TORONTO ON M6H3J9

Between: Amardeep Singh Dubb Landlord

And

Mutaz Ibrahim Tenant

Review Order

Amardeep Singh Dubb (the 'Landlord') applied for an order to terminate the tenancy and evict Mutaz Ibrahim (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-100735-25 issued on February 18, 2026.

On April 22, 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 April 23, 2026 interim order LTB-L-100735-25-RV-IN was issued, staying the order issued on February 18, 2026.

This application was heard by videoconference on May 7, 2026 beginning at 10:10 a.m.

The Landlord, the Tenant, and the Tenant's legal representative, Elysha Roeper, attended the hearing.

Determinations:

Preliminary Issue: Witnesses not disclosed in advance

1. The Landlord requested that the Tenant's witnesses be excluded because the Tenant did not provide a witness list or will say statements in accordance with their understanding of the practice direction on evidence. The Board's Practice Direction on Evidence does not

require a party to disclose planned witnesses in advance or provide will say statements. The Tenant was permitted to call any witnesses they wished to call.

Not Reasonably Able to Participate

2. 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.
3. The Tenant says they were unaware of the proceedings until the sheriff attended to enforce the eviction. The Tenant says they have been unable to access their mail because the Landlord locked the mailbox and has restricted or prevented access for the past three years, and this is the reason they did not receive the Notice of Hearing or the Order.
4. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, “being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less”. However, this does not mean that every request for review should be granted; the requesting party must still prove the facts on which their request is based on a balance of probabilities.
5. In this case, I am not satisfied on a balance of probabilities that the Landlord interfered with the Tenant’s mail.
6. The Tenant submits that denying the request to review will cause significant hardship because they have no housing after the eviction. The fact that a party faces significant hardship if a review is not granted, does not change the burden of proof or who bears it in an application (in this case, the balance of probabilities by the Tenant). When the Court referenced the dire effects of eviction in *Musse v. 6965083 Canada Inc.* (2021 ONSC 1085 CanLII), it was in reference to considering the circumstances of both parties as required by section 83 of the Residential Tenancies Act, 2006, (the ‘Act’). This balancing of circumstances occurs after the merits of an application is decided. It does not relieve a party of their obligation to meet their burden of proof.
7. The residential complex is one building with multiple units across three floors, including a basement. There is one shared mailbox for all tenants. The Tenant alleges that the Landlord installed a metal locking device inside the mailbox approximately three years ago. This locking device allows mail to be placed in the box but prevents mail from being removed without a key, and only the Landlord has a key. The Landlord then distributes the mail sometimes, but mail is often not distributed. The Tenant alleges that other tenants had the same complaint about interference with mail.
8. Although the Tenant says he has asked the Landlord for a key multiple times and expressed concern about not being able to access his mail, no applications have been filed with the Board. The Tenant hoped to have a witness attend the hearing to corroborate the allegations of the locked mailbox, however the planned witness was not able to stay past 10:00 a.m. and did not provide any written statement. As a result, the Tenant relied solely on their oral evidence to support their request.

9. An undated photograph of the mailbox at the residential complex submitted by the Landlord is minimally helpful as it does not show the inside of the mailbox and does not confirm the presence or absence of a locking device. The Landlord submitted a signed letter from another tenant which states the complex has an unlocked mailbox which all tenants can access, and they personally receive mail in this manner on a regular basis. This letter does not indicate when the author moved into the property and the author was not available for cross examination. While these documents did not have significant evidentiary value on their own, they do demonstrate the types of documents which a party might collect and submit in support of an application. The Tenant did not provide any such documents in support of their allegations: no photos, no statements from other affected tenants, no record of complaints over the three-year period. While oral testimony is sometimes adequate to meet the burden of proof in an application, in this case I find the Landlord's oral testimony and meagre documentary evidence to be more credible than the Tenant's oral testimony alone.

Serious Error

10. The Tenant alleges a serious of error because the Board relied on incorrect information provided by the Landlord at the original hearing about the amount of arrears. This was evidence which the Member was entitled to rely on in making their decision and is not an error which can be reviewed.

It is ordered that:

1. The request to review order LTB-L-100735-25 issued on February 18, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on April 23, 2026 is cancelled. The stay of order LTB-L-100735-25 is lifted immediately.

May 13, 2026
Date Issued

Dawn Carr
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.