



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

Citation: Singh v Lewis, 2026 ONLTB 39818

Date: 2026-05-19

File Number: LTB-L-095981-25-RV

In the matter of: 6 JEREMY DR
UNIONVILLE ON L3R2K6

Between: Manjinder Singh Landlord

And

Jean Lewis Tenant
Conroy Mason

Review Order

Manjinder Singh (the 'Landlord') applied for an order to terminate the tenancy and evict Jean Lewis and Conroy Mason (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-095981-25 issued on February 2, 2026. Only the Landlord's Legal Representative Maria Sturino attended.

On February 12, 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 13, 2026 interim order LTB-L-095981-25-RV-IN was issued, staying the order issued on February 2, 2026.

This application was heard by videoconference on March 30, 2026.

The Landlord's Legal Representative Maria Sturino and the Tenant attended the hearing.

Determinations:

1. The Tenants argued that there was a serious error because:
 - there was an original lease signed in January 2022 listing both Tenants.
 - a second lease was allegedly prepared in June 2025 naming only Sterling Lewis; and
 - the Tenants submit that this second lease changed responsibility for rent and should have excluded Conroy Mason from liability.

2. I do not find that this establishes a serious error.
3. First, no documentary evidence of the alleged June 2025 lease was produced at the review hearing. The Tenants repeatedly referred to a second lease but did not upload it to the Board portal, file it in advance, or produce it at the review hearing despite being specifically directed to provide supporting evidence.
4. A party seeking review bears the burden of proving the alleged error. Mere verbal assertions, without documentary support, are insufficient where the alleged error turns entirely on the contents of a written agreement.
5. Second, even accepting the Tenants' evidence at its highest, the testimony was inconsistent. Mr. Mason stated he did not sign a second lease and denied being part of it, while Ms. Lewis stated she signed a second lease because the Landlord requested updated paperwork for banking purposes and understood Mr. Mason would later be asked to sign.
6. These inconsistent explanations do not establish that the original tenancy ended or that Mr. Mason ceased being a tenant.
7. Third, under the Residential Tenancies Act, 2006, tenancy status is not determined solely by whose name appears on a written lease. A tenancy continues unless it is lawfully terminated in accordance with the Act, and a subsequent document does not, by itself, extinguish an existing tenancy or release a joint tenant from liability. A person may remain a tenant based on possession, occupation, payment obligations, and the conduct of the parties. Both Tenants admitted continuous occupation of the rental unit, and Mr. Mason acknowledged that he remained in possession throughout the relevant period.
8. Even if a subsequent lease existed, there is no evidence of any agreement terminating the original joint tenancy, no surrender of possession, and no clear release by the Landlord of either Tenant from ongoing liability for rent. The evidence does not establish that the original tenancy ended or that Mr. Mason ceased to be a tenant for the purposes of the 'Act'.
9. Accordingly, I am not satisfied that the February 2, 2026, order contains a serious error.
10. Rather, the Tenants are attempting to raise substantive merits arguments that should have been advanced at the original hearing. That is not the purpose of the review process.
11. I also find the Tenants have not established that they were not reasonably able to participate.
12. The Landlord submitted a Certificate of Service confirming that the N4 Notice of Termination was sent by courier to the rental unit on October 8, 2025 and delivered on October 9, 2025.
13. The Tenants denied receiving the notice.
14. I prefer the Landlord's evidence.

15. The Certificate of Service was prepared by the Landlord's representative in the ordinary course of business and was supported by courier delivery confirmation. There is no evidence that the package was returned undelivered.
16. A bare denial of receipt, without corroborating evidence, is insufficient to rebut documentary proof of service. This is especially so where both Tenants continued occupying the premises during that period. I therefore find the N4 was properly served.
17. The Notice of Hearing for the January 26, 2026, hearing was issued by the Board and sent to the same rental address.
18. Again, there is no evidence the notice was returned to the Board.
19. Importantly, the same address and substantially similar service method were used in a separate N5 proceeding involving these same parties, and the Tenants were able to participate in that matter and obtain representation.
20. This significantly undermines their position that they were unaware of this proceeding.
21. It is difficult to accept that they received one Board notice sent to the same address but not the other, particularly where both proceedings were active during the same period.
22. I find service was effective.
23. A request to review is not an appeal and is not an opportunity to re-argue the merits of the original application. The purpose of review is narrow and procedural: it exists to correct fundamental unfairness or serious adjudicative error, not to provide a second hearing because a party is dissatisfied with the result.
24. In *Kathryn King-Winton v. Doverhold Investments*, 2008 CanLII 60708 (ON SCDC), the Divisional Court confirmed that the phrase "reasonably able to participate" must be interpreted broadly because natural justice requires meaningful participation. However, the Court also made clear that the analysis must consider the proceeding as a whole, not merely attendance on the hearing date itself.
25. The issue is whether the party took reasonable steps to protect their rights and engage in the process, including responding to notices, making inquiries, seeking adjournments where necessary, filing relevant evidence, and otherwise taking reasonable steps to address the proceeding before an adverse order was made. This principle is particularly important here.
26. The Tenants ask the Board to set aside an arrears order exceeding \$24,000 while providing no documentary evidence of payment, no persuasive evidence of improper service, and no reliable evidence that they were genuinely prevented from participating.
27. The evidence does not support such relief.
28. The Tenants focus heavily on the fact that they did not attend the January 26, 2026, hearing. That is not the legal test.

29. As stated by the Divisional Court in *King-Winton*, the issue is participation in the proceeding as a whole. This includes:

- responding to notices.
- contacting the landlord or representative.
- making inquiries with the Board.
- filing evidence.
- seeking adjournments where necessary; and
- taking reasonable steps to protect one's legal interests.

30. The evidence does not support any efforts made by the Tenant.

31. Mr. Mason admitted he knew the Landlord was seeking possession and alleging arrears. He acknowledged ongoing contact with the realtor and admitted there were repeated discussions about moving out and the sale of the property.

32. Ms. Lewis acknowledged substantial confusion regarding rent obligations and the sale of the home.

33. Yet neither Tenant produced evidence of meaningful attempts to resolve the alleged rent issue, clarify their legal position, or ensure they were participating in the L1 application.

34. There were no payment records, no written disputes about arrears, no correspondence challenging the N4, and no reliable evidence of attempts to contact the Landlord's representative regarding the application. I find this absence is significant.

35. A tenant cannot remain passive while rent accumulates for months and later rely solely on confusion, misunderstanding, or informal discussions as a basis to reopen proceedings. Review is not available to relieve a party from the consequences of failing to respond to notices or defend an application where they had a reasonable opportunity to do so. Procedural fairness protects participation; it does not excuse complete inaction.

36. Even at review, the Tenants produced no reliable evidence contradicting the arrears claim.

37. The Landlord's ledger shows unpaid rent from August 2025 onward totaling approximately \$24,400.

38. The Tenants asserted:

- August was "free".
- September should have been covered by last month's rent; and
- because the Landlord was selling the home and conducting showings, they believed rent obligations changed.

39. There is no evidence supporting any of these submissions:

- No written waiver was produced.
- No receipt for a last month's rent deposit was produced.
- No agreement suspending rent obligations was produced.

- No ledger showing partial payments was produced.
 - No banking records were produced.
40. Even if the property was listed for sale, that does not eliminate the obligation to pay rent. Even if showings were frequent, that does not create rent forgiveness absent agreement.
41. Even if maintenance disputes existed, the lawful remedy is a tenant application—not unilateral non-payment of rent.
42. The complete absence of any documentary evidence strongly supports the original arrears finding and further weakens the request for review.
43. I find the timing of the review request to be a relevant factor. Although the request was submitted promptly, within 10 days of the adverse order, the record does not reflect a comparable degree of urgency in the period leading up to the hearing.
44. The complete absence of any documentary evidence strongly supports the original arrears finding and independently confirms that the Tenants have not demonstrated any arguable prejudice arising from the denial of this review request. Even if the review were reopened, there is no reliable evidentiary foundation to suggest that a materially different outcome would result.
45. The Board must guard against review becoming a substitute for defending the original application. That is precisely what the review mechanism is not intended to be.
46. Applying the principles from Kathryn King-Winton v. Doverhold Investments Ltd., I find the Tenants were reasonably able to participate in the proceeding.
47. I find that:
- the Tenants were properly served with the N4 Notice of Termination and the Notice of Hearing.
 - the Tenants were aware of ongoing legal disputes concerning arrears and possession of the rental unit.
 - the Tenants participated in parallel proceedings involving the same rental unit and were therefore familiar with the Board process.
 - the Tenants provided no documentary evidence of rent payments, lawful rent abatement, or any agreement relieving them of their obligation to pay rent.
 - the Tenants provided no documentary evidence supporting the existence of the alleged replacement lease or any release of liability arising from it; and
 - the Tenants failed to establish that they were genuinely unable to participate in the original hearing.

48. Instead, the request seeks to relitigate the merits of an arrears application after the fact. That is not the purpose of review.

49. 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 and that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-095981-25 issued on February 2, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 12, 2026, is cancelled. The stay of order LTB-L-095981-25 is lifted immediately.

May 19, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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