



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

Citation: Alchikh v El Kahil, 2026 ONLTB 38128

Date: 2026-05-27

File Number: LTB-L-102216-25-RV

In the matter of: 728 SOUTH PACIFIC AVE
WINDSOR ON N8X2X2

Between: Walaa Alchikh Landlord

And

Wassim El Kahil Tenant

Review Order

Walaa Alchikh (the 'Landlord') applied for an order to terminate the tenancy and evict Wassim El Kahil (the 'Tenant') and Kyeesha Ocampo because they did not pay the rent that they owe.

This application was resolved by order LTB-L-102216-25 issued on February 18, 2026. Only the Landlord's representative attended the original hearing on February 4, 2026.

On February 23, 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-102216-25-RV-IN was issued, staying the order issued on February 18, 2026.

This review was heard by videoconference on April 2, 2026.

The Landlord, the Landlord's representative, Muhammad Malik, and the Tenant attended the hearing.

Determinations:

Preliminary Issue

Is Kyeesha Ocampo a Tenant?

1. The Tenant argued that his wife, Kyeesha Ocampo ('KO'), is an occupant and not a Tenant. As such, she should not be named in the application.
2. The Landlord produced a copy of the tenancy agreement [Doc 7260992, page 4-10] dated February 3, 2025. Page 1 indicates that both the Tenant and KO are listed as Tenants. Only the Landlord signed the tenancy agreement. The Landlord stated that because issues arose

as soon as the Tenant and KO moved into the unit, she never got around to having them sign the lease, although she stated that she did give them a copy.

3. The Tenant denied that the tenancy agreement was ever given to him. He stated he was the only party who applied for the tenancy and the only reason the Landlord had KO's information was because it was requested for fire safety purposes. He claims he repeatedly requested a written lease and the Landlord eventually told him she would not give him one. He believes the Landlord prepared the lease after the Tenant and KO vacated the unit on December 21, 2025. That explains why it was not executed.
4. To corroborate his testimony, the Tenant produced the following text messages with the Landlord [Doc 7661011 and 7696275] which read, in part:

February 5, 2025

Tenant: Only my name is on the lease

Landlord: Oh ok you want your name only on it. For fire purposes, I usually don't but I can do that for you no problem

February 26, 2025

Landlord: She's not on the lease remember

February 27, 2025

Landlord: I will not be doing a year contract and your wife has to be on it. It's a fire issue so if no ID I can't write it up

Tenant: We agreed on a year already. She sent it to you're a month ago, she's only an occupant. It's in my name

5. Based on the submissions of the parties and the evidence before me, I am not satisfied that Kyeesha Ocampo was a Tenant. I say this because 1) the Landlord's February 5, 2025 text message confirmed that she agreed that only the Tenant would be on the lease. The Landlord indicated that this was not a problem. And 2) the Landlord's February 26, 2025 text message confirmed that KO was "*not on the lease*". The Landlord did not challenge the Tenant's evidence that he was the only person who completed the tenancy application which leads me to believe that the Landlord approved the application based on him being the only Tenant. Lastly, the Landlord admitted that she only insisted that KO be named as a tenant on the lease after issues arose between the parties. In my view, the Landlord arbitrarily attempted to change the terms of the lease by adding KO as a tenant. Parties cannot, however, change the terms of a tenancy agreement without consent. There is no evidence that the Tenant or KO ever consented to add KO as a tenant to the lease.
6. As such, I exercised my discretion to remove Kyeesha Ocampo as a Tenant in the application. I am satisfied that she was an occupant.

The Review

7. For the following reasons, the Tenant's request to review order LTB-L-102216-25 issued on February 18, 2026 is granted.
8. The Tenant testified that he never received the Notice of Hearing
9. There is no dispute that the Tenant vacated the unit on December 21, 2025. The Tenant admitted that he did not arrange for mail forwarding with Canada Post. The Board's file indicates that the Notice of Hearing was mailed to the Tenant on January 14, 2026. This was almost a month after the Tenant vacated the unit. As such, I accept that the Tenant did not receive the mailed copy of the Notice of Hearing from the Board.
10. The Board's file indicates that the Notice of Hearing was also emailed to the Tenant on December 4, 2025 at wassmkahil@icloud.com. The Tenant stated that that is an incorrect email, that he never provided an icloud email address to the Landlord and he does not have access to an icloud email. The only email address he ever corresponded with was his gmail address. He confirmed that his email address was wassimelkahil@gmail.com.
11. The Landlord stated that the Tenant would have provided the icloud email at the beginning of the tenancy. She subsequently admitted that she and the Tenant communicated via text message, but she may have obtained the icloud address from an e-transfer sent by the Tenant. While the Landlord's representative produced a Certificate of Service dated January 29, 2026 [Doc 7261008] confirming that the Tenant was served with the Landlord's disclosure and L1/L9 update sheet on January 29, 2026 by email to wassimelkahil@gmail.com, that disclosure did not include the Notice of Hearing.
12. On the basis of the submissions and the evidence before me, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. Therefore, the Tenant's request to review order LTB-L-102216-25 issued on February 18, 2026 is granted.

The Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the unit on December 21, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,000.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 21, 2025 are \$9,380.75.
7. The Tenant does not dispute that he did not pay rent for March, September, October, November and December, 2025. The reason he withheld rent for March was because the Landlord refused to provide him with a written lease agreement despite numerous requests.

He first requested a copy of the lease on February 8, 2025 via text message. He said the first time he saw the Landlord's lease was when he received their disclosure on January 29, 2026.

8. On cross examination, the Tenant stated that at first the Landlord simply withheld the written tenancy agreement, stating that she was working on it. When issues arose between the parties, the Landlord told him that she would not give him one, that there was no contract and that there would be no lease agreement.
9. The Landlord confirmed that the Tenant requested a written lease in February 2025. She also confirmed the Tenant's evidence that she did not provide it right away because she was working on it. Her position is that she did eventually give the Tenant the written tenancy agreement, albeit "*a little bit late*". She said that that she put it in the Tenant's mailbox but did not know what date she gave it to him.

Law and analysis

10. Pursuant to section 12 and 12.1 of the Act, a landlord failing to provide a tenant with a copy of a lease agreement that meets certain requirements can result in a tenant being entitled to withhold rent. As such, whether the Landlord has complied with section 12 and 12.1 goes directly to the amount of outstanding rent arrears.
11. Section 12 of the Act provides as follows:

12 (1) Every written tenancy agreement entered into on or after June 17, 1998 shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.

Copy of tenancy agreement

(2) If a tenancy agreement entered into on or after June 17, 1998 is in writing, the landlord shall give a copy of the agreement, signed by the landlord and the tenant, to the tenant within 21 days after the tenant signs it and gives it to the landlord.

Notice if agreement not in writing

(3) If a tenancy agreement entered into on or after June 17, 1998 is not in writing, the landlord shall, within 21 days after the tenancy begins, give to the tenant written notice of the legal name and address of the landlord to be used for giving notices and other documents under this Act.

Failure to comply

(4) Until a landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be,

- (a) the tenant's obligation to pay rent is suspended; and
- (b) the landlord shall not require the tenant to pay rent.

After compliance

(5) After the landlord has complied with subsections (1) and (2), or with subsection (3), as the case may be, the landlord may require the tenant to pay any rent withheld by the tenant under subsection (4).

12. I am not persuaded by the Landlord's testimony that she provided a copy of the tenancy agreement to the Tenant. I say this because 1) the Landlord could not recall the date she placed the tenancy agreement in the Tenant's mailbox, 2) she did not challenge the Tenant's evidence that she took a video every time she placed something in his mailbox and 3) she did not produce a video of her placing the lease in the Tenant's mailbox.
13. Given my finding that no written tenancy agreement was ever finalized or delivered to the Tenant, I find the tenancy was not in writing. Therefore, the landlord was required to comply with section 12(3) of the Act. The tenancy agreement produced by the Landlord does not set out an address for the Landlord, nor was there any evidence before me that the Landlord ever provided the Tenant with her address in any other form of communication.
14. The suspension to pay rent applies until the Landlord complies with the provisions of section 12 of the Act. The application filed by the Landlord on December 3, 2025 disclosed the Landlord's address. However, as set out above, the application contains an incorrect email address for the Tenant. As such, I am satisfied that the Tenant did not receive the Board's initial email advising the Tenant that the Landlord had filed an application. The Notice of Hearing, including a copy of the application which disclosed the Landlord's address, was mailed to the Tenant on January 14, 2026 at the unit. However, the Tenant had moved out of the unit on December 21, 2025. As such, I'm satisfied that the Tenant was not aware of the application, which disclosed the Landlord's address, before the tenancy ended. As such, I find that the Landlord never complied prior to the Tenant vacating the unit on December 21, 2025.
15. For those reasons, I find that as of the date the Tenant vacated the unit on December 21, 2025, the Landlord had not complied with section 12(1) to provide a tenancy agreement with the address of the landlord, section 12(2) to provide the Tenant with a copy of the lease or section 12(3) if the tenancy agreement is not in writing, to provide within 21 days after the tenancy agreement begins, written notice of the address to be used for service.
16. As such the Tenant's obligation to pay rent was suspended pursuant to section 12(4) of the Act until the Landlord complied. The result of this is that the Tenant's obligation to pay rent was suspended and he did not owe rent arrears when the N4 notice of termination was served. Therefore the notice was invalid and cannot form the basis to terminate the tenancy. An arrears only order also cannot be issued for the same reason.

It is ordered that:

1. The request to review order LTB-L-102216-25 issued on February 18, 2026 is granted. The order is cancelled and cannot be enforced.

2. The Landlord's application is dismissed.

May 27, 2026
Date Issued

Karen Gonçalves
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.