



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

**Citation:** ZARIA v CAKIR, 2026 ONLTB 40221

**Date:** 2026-05-25

**File Number:** LTB-L-094411-25-RV

**In the matter of:** BASEMENT, 78 TEDFORD DR  
SCARBOROUGH ON M1R1M4

**Between:** AINUN ZARIA Landlord  
SHADMAN SHADID

**And**

ALI CAKIR Tenants  
DERMAN HENOGLU CAKIR

### **Review Order**

AINUN ZARIA and SHADMAN SHADID (the 'Landlord') applied for an order to terminate the tenancy and evict ALI CAKIR and DERMEN HENOGLU CAKIR (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-094411-25 issued on February 2, 2026.

On March 4, 2026, the Tenant, Derman Cakir, requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 9, 2026 interim order LTB-L-094411-25-RV-IN was issued, staying the order issued on February 2, 2026.

The request to review was heard by videoconference on April 15, 2026.

The Landlord and the Tenant requesting the review attended the hearing.

### **Determinations:**

1. The order issued February 2, 2026 terminated the tenancy and found both Tenants jointly liable for the outstanding rental arrears. The Tenant, DC, requests a review of the order.
2. The Tenant submits they were not reasonably able to participate in the original hearing because their English-language abilities are limited and they did not have access to a Turkish interpreter. I do not accept this argument.

3. The Tenant claims that they were not able to participate in the hearing because their English is limited and they did not have access to a Turkish interpreter. I do not accept the Tenant's argument.
4. The recording of the original hearing demonstrates that the Tenant attended and participated in the proceeding. While the Tenant's English was limited, the Tenant was able to understand and respond to the questions asked and advance their position before the Member. The substantive argument advanced at the review hearing was the same argument advanced at the original hearing, namely that the Tenant vacated the rental unit on March 25, 2025 and should not be held liable for arrears accruing thereafter.
5. The presiding Member specifically considered and rejected the Tenant's argument regarding liability for arrears after vacating the rental unit and provided reasons for doing so in paragraphs 1 through 6 of the order.
6. In paragraph 3 of the order, the Member relied on *Osgoode Properties v. Northmore*, 2018 CanLII 153456, in concluding that both Tenants remained liable for the arrears. In my view, the Member's application of that authority was reasonable, and nothing presented at the review hearing would support reaching a different conclusion.
7. The purpose of the review process is not to permit a party to relitigate the case or advance a better case than was presented at first instance. There is no indication that the Member applied improper principles in assessing the evidence or that there was insufficient evidence before the Board to support the conclusions reached. The findings made by the Member are entitled to deference.
8. 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 proceeding that the Tenant was not reasonably able to participate in the proceeding.

**It is ordered that:**

1. The request to review order LTB-L-094411-25 issued on February 2, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 9, 2026 is cancelled. The stay of order LTB-L-094411-25 is lifted immediately.

**May 25, 2026**  
**Date Issued**

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Bryan Delorenzi  
Member, Landlord and Tenant Board

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