



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-017814-26-SA

In the matter of: B, 39 O'CONNOR DR
EAST YORK ON M4K2K3

Between: Sunil Sharma
Astha Bhatia
Landlords

And

Michael Anderson Franklin
Tenant

Sunil Sharma and Astha Bhatia (the 'Landlords') applied for an order to terminate the tenancy and evict Michael Anderson Franklin (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on May 23, 2025 with respect to application LTB-L-075330-22.

The Landlords' application was resolved by order LTB-L-017814-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-017814-26.

This motion was heard by videoconference on May 28, 2026. The Landlord Sunil Sharma, represented by Samila Waslat, and the Tenant represented by Karl Sadowski, attended the hearing.

Determinations:

1. At a hearing on May 22, 2025, the parties consented to an order which included among four conditions, that the Tenant would only contact the Landlords with maintenance issues and that the Landlord the Tenant would contact would be Sunil Sharma.
2. The Tenant's representative submits that the Landlords did not file the L4 application within 30 days of a breach. The Landlords' evidence shows multiple emails in February to Mr. Sharma about issues unrelated to maintenance such as the driveway being blocked.
3. I find the Landlord filed the application within the required 30 days.
4. The Landlords' evidence shows that there were many emails sent to Mr. Sharma about issues unrelated to maintenance. Generally, emails were sent once a month until January when the frequency increased.

5. The Tenant testified that he did not differentiate between the other issues and maintenance but now understands. The Landlord's evidence supports the Tenant's submission that he now understands as there have been no emails to Mr. Sharma in the past two months.
6. I do not accept however, that the Tenant did not understand the conditions set out in the order. Mr. Sadowski represented the Tenant at the hearing and would have explained the conditions to his client. In addition, the Board member would have also read the conditions of the order to the Tenant and enquired about the Tenant's consent to these conditions.
7. The Landlord testified that he is required to read the Tenant's long emails and respond to them which needlessly takes up his time.
8. I find the Tenant has breached the condition to not contact the Landlords about issues unrelated to maintenance. In considering relief from eviction, I have considered the evidence of the emails and the effect of the Landlords to deal with unrelated issues the Tenant was ordered not to communicate with the Landlord about. I have also considered the fact that the Tenant has stopped the behaviour.
9. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-017814-26 and to provide with a last opportunity to preserve this tenancy.
10. I also find it appropriate under the circumstances to extend the period of time the Tenant must comply with the conditions of the order for an addition one year.

It is ordered that:

1. The motion to set aside Order LTB-L-017814-26, issued on March 9, 2026, is granted.
2. Order LTB-L-017814-26, issued on March 9, 2026, is set aside and cannot be enforced.
3. Order LTB-L-075330-22 is remains in effect and paragraph 2 is amended to be in place until June 2, 2027.

June 9, 2026

Date Issued

Greg Joy

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.

