



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

File Number: LTB-L-035013-25-RV2

In the matter of: 1008, 2870 CEDARWOOD DR
OTTAWA ON K1V8Y5

Between: Hazelview Property Services Inc.

Landlord

And

Qusai Alnajm
Bushra Alawad

Tenant

Review Order

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Qusai Alnajm and Bushra Alawad (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-035013-25-RV issued on March 3, 2026.

On March 13 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 March 17, 2026 interim order LTB-L-035013-25-RV-IN2 was issued, staying the order issued on March 3, 2026

This application was heard by videoconference on May 5, 2026.

Only the Landlord's Legal Representative Natasha Mizzi attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 9:46am.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. Since the Tenant did not appear at the hearing to support their review, I find that this review has been abandoned.
2. At the hearing the Landlord's Legal Representative requested costs of \$500.00 for the time and the money the Landlord had to spend for them prepare for and attend the hearing.

She indicated that she had incurred one hour of preparation time and one hour of hearing time at \$250.00 per hour.

3. Guideline 3, Costs, indicates that costs may be ordered where a party's conduct in the proceeding was unreasonable. Conduct is unreasonable if it causes undue expense or delay and includes the following in part:
 - Initiating an application or any procedure in bad faith;
 - Failing to take necessary steps, such as those required by the RTA or Rules;
4. Rule 23 states that a member may exercise discretion to order a party to pay another party's representation and preparation fees up to \$100.00 per hour to a maximum of \$700.00.
5. This matter was originally heard on July 28, 2025. The Tenant did not attend this proceeding and subsequently filed a request to review on the basis that they were not able to reasonably participate in the proceeding and on the basis of serious error.
6. A review hearing was held on February 24, 2026, and an order issued on March 3, 2026. The Member in that order notes:

The Tenants logged into the videoconference via telephone at approximately 9:15am and disconnected at approximately 1:55pm. The matter was stood down until 4:30pm to allow the Tenants an opportunity to call back into the hearing. As of 4:30pm, the Tenants had not rejoined the videoconference. The Landlord's representative further uploaded to the Tribunals Ontario Portal (TOP) email correspondence confirming that the Tenant Qusai Alnajm was actively communicating with the Landlord's representative via email from 1:09pm to 3:31pm. As such, I find that the Tenants were capable of calling back into the hearing but simply chose not to. The Tenant's further did not request an adjournment of the matter prior to disconnecting from the call.

7. Accordingly, I am satisfied that this is the third hearing which the Tenant had failed to attend, after their first request to review was deemed abandoned.
8. I am satisfied that it is more likely than not the Tenant's have failed to take the necessary step of attending their review hearing, and am satisfied that this conduct warrants costs be ordered.
9. Therefore, I find that the Landlord's Representative is entitled to costs for their attendance here today, which took approximately one hour. Therefore, the Tenant shall pay to the Landlord \$100.00 for costs.

It is ordered that:

1. The request to review order LTB-L-035013-25 issued on March 3, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 17, 2026 is cancelled. The stay of order LTB-L-035013-25-RV is lifted immediately

3. The Tenant shall pay to the Landlord \$100.00 for costs.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Reid Jackson
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.