



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

File Number: LTB-L-098643-25-RV

In the matter of: 500 MAINE ST
OSHAWA ON L1L1A1

Between: Pirakalatharan Sriskandarajah Landlord

And

Michael English Tenant
Alyssa English

Review Order

Pirakalatharan Sriskandarajah (the 'Landlord') applied for an order to terminate the tenancy and evict Michael English and Alyssa English (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The matter was heard on February 3, 2026. This application was resolved by order LTB-L-098643-25 issued on February 10, 2026.

On May 7, 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 May 8, 2026 interim order LTB-L-098643-25-RV-IN was issued, staying the order issued on February 10, 2026

This application was heard by videoconference on June 1, 2026.

The Landlord's Legal Representative, Elaine Page, the Landlord, and the second named Tenant attended the hearing. The second named Tenant advised she was in a position to consent to this order on behalf of the first named Tenant who is not present.

Determinations:

1. The Tenant requested a review of the Board's order on the ground that she was not reasonably able to participate in the hearing. The review of order LTB-L-098643-25 is granted for the following reasons.
2. The Tenant testified that she did not receive her Notice of Hearing package from the LTB and did not know about the eviction application until May 7, 2026 when the Sheriff knocked on her door.

3. The Tenant says there are no issues with her mail. She gets her mail through a Canada Post box located on the street and checks her mail every week or two.
4. The Landlord disputed the fact that the Tenant did not receive the notice of hearing from the LTB because the Landlord also sent the Tenant the notice of hearing by registered mail, and the Tenant simply failed to pick it up. The Landlord feels it is not plausible that the Tenant did not receive either.
5. I note that the notice of hearing package from the LTB was mailed to the Tenant and was not returned by Canada Post. There was no email address on file with the LTB.
6. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
7. I am satisfied that the Tenant was not reasonably able to participate in the proceedings because she did not receive the notice of hearing. As a result of my decision, I cancelled the order LTB-L-098643-25 issued on February 10, 2026 and proceeded to hear the Landlord's L1 application.
8. As such the request for review is granted and the matter proceeded to be heard de novo (anew) on its merits.

L1 Application:

9. After I gave my oral ruling at the hearing that the review request would be granted, the parties mutually agreed to resolve the application and requested an order on consent. I was satisfied the parties understood the consequences of their joint submissions.
10. The parties agreed that the tenancy terminated on May 7, 2026. The Tenant no longer resides in the rental unit. Rent arrears are calculated up to the date the Tenant vacated the unit.
11. The lawful rent is \$3,100.00. It was due on the 1st day of each month.
12. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
13. The rent arrears owing to May 7, 2026 are \$18,313.44.
14. The Landlord incurred costs of \$186.00 for filing the application and the parties agreed the Landlord is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

On consent, it is ordered that:

1. The request to review order LTB-L-098643-25 issued on February 10, 2026 is granted. The order is cancelled and replaced with the following.
2. The tenancy between the Landlord and the Tenant terminated as of May 7, 2026. The Tenant vacated the rental unit and only personal belongings remain.

3. The Landlord shall allow reasonable access to the rental unit up to June 15, 2026, so the Tenant can retrieve their personal belongings.
4. The Tenant shall pay to the Landlord \$18,499.44. This amount includes rent arrears owing up to May 7, 2026 and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Paula West Oreskovich
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$19,313.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
Total amount owing to the Landlord	\$18,499.44

