



Order under Section 87 Residential Tenancies Act, 2006

Citation: Nanua v Kruk, 2026 ONLTB 44443

Date: 2026-06-09

File Number: LTB-L-081433-25

In the matter of: Ground Floor, 720 COUNTY ROAD 12
PICTON ON K0K2T0

Between: Roshan Nanua Landlord

And

Robyn Kruk Former Tenant

Roshan Nanua (the 'Landlord') applied for an order requiring Robyn Kruk (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on May 12, 2026.

Only the Landlord's legal representative Adam Hamdani attended the hearing.

As of 9:59 a.m., the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord.

Determinations:

1. As explained below, the Landlord's application is dismissed.
2. This matter was previously scheduled for a hearing at the LTB on January 26, 2026. On this date, the matter was adjourned for the Landlord to serve a copy of their L10 application along with the new Notice of Hearing to the Former Tenant. The adjournment was marked peremptory on the Landlord, and the Landlord was also informed by the Board of Rule 3.3(c) of the LTB's Rules of Procedure with respect to serving documents onto the Former Tenant via email. The adjournment sheet reads:

"The matter was adjourned to allow the Landlord to serve the Former Tenants. The matter is marked peremptory on the Landlord moving forward. If the Landlord is unable to serve the Tenants prior to the next hearing, the member hearing the matter may dismiss the Landlord's application. If a landlord elects to serve the L10, NOH, and evidence by email communication, the Landlord must be able to demonstrate that (1) the landlord has consent from the Former Tenant for email service, (2) the Landlord has a response to the email communication from the Former Tenants, or (3) the landlord has a read report or proof that the information in the email communication came to the attention of the Former Tenant, a minimum of 30 days in advance of the hearing. The Landlord shall upload a copy of the certificate of service a minimum of 20 days in advance of the next hearing."

3. On February 3, 2026, the Landlord's legal representative served the Former Tenant with a copy of the L10 Application and Notice of Hearing via email.
4. Service of documents by email to the Former Tenant is permitted under Rule 3.3(c) of the LTB's Rules of Procedure ("Rules"). This rule establishes a two part test, and it states that a document may be served on a former tenant no longer in possession of a rental unit by email if: *(1) during the tenancy the tenant or former tenant had consented in writing to service by email; and (2) if it can be proven that the contents actually came to the attention of the tenant or former tenant.* This test is conjunctive, meaning that both elements of the test under this rule must be met in order for it constitute valid service.
5. With respect to the first part of this test, the Landlord's legal representative adduced a copy of a lease agreement that showed that the Former Tenant consented in writing to service by email. However, the entire lease agreement was marked "void". The Landlord's legal representative claimed that this void mark on the agreement was due to a technical issue related to Adobe Software, and it was not there because the actual agreement had been voided.
6. Based on the evidence adduced at the hearing, I am not satisfied on a balance of probabilities that the Landlord has established compliance with the first part of the test under Rule 3.3 of the Board's Rules. The Landlord's signature was not on this lease agreement, and he did not attend the hearing to authenticate/confirm whether this lease agreement was a valid tenancy agreement and whether this agreement was what governed the terms between the parties. This is direct viva voce evidence I would have reasonably expected the Landlord's legal representative to adduce at the hearing to establish validity of the agreement and the validity of the terms included therein with respect to the consent of email service. Thus, I place little weight on the legal representative's generic assertions and find that the Landlord has not sufficiently established that the Former Tenant consented in writing to email service.
7. Alternatively, even if the Board accepts the claim made by the legal representative that the lease agreement is valid and thus the terms contained therein are also valid -that the Former Tenant consented in writing to email service during the tenancy, the Board still finds that the Landlord has not established that the contents of the email actually came to the attention of the Former Tenant under the second part of the test under Rule 3.3 of the Board's Rules. The Landlord's legal representative did not produce an actual copy the email that he sent to the Former Tenant on February 3, 2026 containing the notice of hearing and the application, and neither did he provide sufficient evidence that the contents of the email that he purportedly sent to the Former Tenant had come to the attention of the Former Tenant, either by way read receipts, or a reply from the Former Tenant. This is evidence I would have reasonably expected the Landlord's legal representative to adduce in support of his claim for valid service, especially since the Board had advised him on January 26, 2026, of the types of documents that the Landlord can adduce to establish compliance under Rule 3.3 of the Board's Rules.
8. The Landlord's legal representative argued that the Former Tenant is not likely to respond to emails because the Former Tenant had not responded to any email since September 2025. He relied on a Board decision (LTB-L-047300-25) in support of his claim that the Board had accepted email service under Rule 3.3 to a different tenant. This decision is not

binding on me, and in any event, does not assist the Landlord's legal representative in establishing compliance under Rule 3.3 of the Board's Rule in this case. In the previous Board File number LTB-L-047300-25, the Landlord's legal representative had submitted a request for alternative service to serve documents via email which was granted by the Board. Thus, the landlord did not need to prove the first element of the test under Rule 3.3 (whether there was consent in writing during the tenancy to email service) as the Board had granted permission to serve the tenant via email. The landlord only needed to establish the second element of the test under Rule 3.3 of the Board's Rules that the contents came to the attention of the tenant. The matter was heard and the member issued an order (LTB-L-047300-25) and was satisfied the documents that were served via email came to the attention of the tenant because the tenant's email that was used during the tenancy for communication with the landlord was the same one that the tenant had used in filing their review of separate Board decision.

9. In the case at bar, the Landlord's legal representative did not submit any request to the Board requesting alternative service. Thus, the Landlord's legal representative had to establish both elements of the test under Rule 3.3 of the Board's Rules. For the reasons already noted above, the Board is not satisfied that Landlord has established compliance under Rule 3.3 of the Board's Rules.
10. Accordingly, the Landlord's application is dismissed.
11. This Order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

June 9, 2026
Date Issued

Inderdeep Padma
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.