



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

Citation: Adapa v Singh, 2026 ONLTB 44573

Date: 2026-06-11

File Number: LTB-T-074788-23-RV

In the matter of: 881 EDINBURGH DR
WOODSTOCK ON N4T0N6

Between: Mounica Adapa
Nandini Mahajan
Joane Rafael
Tenants

And

Tarandeep Singh
Landlord

And

Saba Naqvi
Saiyed Imran Haider Naqvi
Purchasers

Review Order

Mounica Adapa, Nandini Mahajan and Joane Rafael (the 'Tenants') applied for an order determining that Tarandeep Singh (the 'Landlord') and/or Saba Naqvi and Saiyed Imran Haider Naqvi (the 'Purchasers') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-074788-23 issued on January 22, 2026. The hearing was held on January 5, 2026. The Landlord was not present or represented at the hearing. The hearing proceeded in the Landlord's absence.

On February 2, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 2, 2026, interim order LTB-T-074788-23-RV-IN was issued, staying the order issued on January 22, 2026.

The request to review was set down to be heard on March 4, 2026. However, one of the Tenants had a medical emergency, and the matter was adjourned on consent.

This review was heard by videoconference on June 2, 2026. The Tenants, the Landlord, Represented by Jannatul Ferdous and Jasleen Narula, and the Purchaser, Saiyed Imran Haider Naqvi, attended the review.

Determinations:

Preliminary Issue:

1. The Landlord's Representative, Jannatul Ferdous, attended the hearing to request an adjournment because the Landlord's wife was having surgery.
2. The Landlord was sent the notice of review on April 8, 2026. A doctor's note was provided dated May 20, 2026. It confirms that the Landlord's spouse was having surgery. However, the note does not include any specificity as to what the surgery was for and does not specify the time of the surgery.
3. No explanation was given for why the Landlord could not participate even if the Landlord's spouse was having surgery nor any details about the reasons for the surgery, which may have helped to illustrate why the Landlord's presence was required in the hospital.
4. The adequacy of doctor's notes have been examined by the Courts in *Wang v. Oloo*,¹

[10] ...The doctor's note is inadequate to justify an adjournment. Courts have made this point, repeatedly, about doctor's notes. It is the court, not the doctor, who decides whether the adjournment will be granted. Thus, a doctor's note must obtain sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. This should, at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when, in the doctor's opinion, the patient will be well enough to attend court and participate as required. In this case, the LTB reconsideration panel was not satisfied that the doctor's note explained Mr. Oloo's inability to participate in the hearing –either by telephone or by Zoom and did not further explain Mr. Oloo's failure to attend to request an adjournment.

5. I do not find that that doctor's note set out sufficient information to determine whether an adjournment was necessary. Further, the Landlord was not the party undergoing surgery.
6. When I consider the history of the application, this matter had already been adjourned on March 4, 2026. I note that this adjournment was not as a result of the Landlord, nor was the next date marked peremptory on any party.
7. Regardless, all three Tenants and the Purchaser attended the review June 2, 2026. To require them to reattend again, even though this was the Landlord's application, in my view would be prejudicial to them. Further, the Board has an obligation to hear matters before it in an expeditious manner.
8. When I considered Rule 21 of the Board's Rules of Procedure, I was not persuaded that a further adjournment was warranted in the circumstances.

¹ *Wang v. Oloo*, 2023 ONSC 1028 (CanLII), <https://canlii.ca/t/jvfw4>

9. The matter was held down so that the Landlord's Representative could contact the Landlord and advise him to attend the hearing.
10. When the matter resumed, Landlord's Representative, Jasleen Narula, attended the hearing. I inquired into the Landlord's whereabouts. He had already joined the hearing room earlier and did not respond despite being called three times to do so. Regardless, he announced his presence and the matter proceeded.

The Landlord's Request to Review

11. The Landlord seeks to review order LTB-T-074788-23 issued on January 22, 2026, on the basis that he was not reasonably able to participate at the hearing held on January 5, 2026. The matter was heard in the Landlord's absence, and the Landlord was found to have issued an N12 notice of termination to the Tenants in bad faith.
12. On February 2, 2026, the Landlord filed a request to review the January 5, 2026, order. He agrees that he was aware of the hearing. However, he says that said that on January 5, 2026, his wife ('VA') had a medical emergency, so he was unable to attend because he had to take her to the doctor. In support of this submission, a medical note was entered into evidence.
13. The doctor's note dated January 24, 2026, states that VA had medical condition which affected her on January 5, 2026. Of significance, the note does **not** state that VA was actually seen by the physician on January 5, 2026, and states that this condition was "as reported by the patient."
14. I find that the Landlord's evidence lacks credibility. His oral testimony was that he had taken his wife to the doctor on January 5, 2026. However, this is contradicted by the medical note submitted into evidence which does not state that VA was seen that day.
15. The Landlord also agrees he did not telephone the Board or make any attempt to contact the Board to indicate that he there was a medical emergency. It was not until February 2, 2026, that the Landlord advised, in his request to review, that there had been a medical emergency which prevented him from attending the hearing. The Landlord says that he believed the matter would just be rescheduled and admits he did not read the Notice of Hearing which includes a paragraph which outlines that the hearing may go ahead in his absence.
16. Further, the Landlord's Representative, who was retained, did not attend the hearing to ask for an adjournment or advise the Board of the medical emergency. When asked why she had not attended the hearing on January 5, 2026, the Landlord's Representative stated she had not been retained. However, the Tenants submitted she had been retained since the beginning. The Representative then stated she was referring to an earlier hearing date although it is not clear to me how she was confused by the question put to her.
17. On the date of the hearing date, the Landlord's Representative states that she "spoke to someone over the phone" and requested an adjournment which everyone had consented to. But for some "strange reason" she did not attend the hearing to ensure the

adjournment request was put on the record, nor was any formal request to reschedule on consent submitted.

18. It is not clear to me who the Representative spoke to. If she had called LTB staff to advise of a medical emergency, staff would typically advise the presiding adjudicator and a record of this would have been added to the Tribunals Ontario Portal ('portal'). There is no such record, although there are records of when the Tenants advised the Board of a medical emergency in March.
19. The leading case in this area is *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII) which found that a party's non-appearance at a hearing was due to a lack of diligence by the party. The court found that the Board was justified in refusing the party's review request. The court goes on to state:

Lack of diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that lack of diligence constituted a reason not to grant the landlord a rehearing. **If parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time.** To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders². [Emphasis added]

20. I do not find the Landlord's explanation of his absence on the 5th of January to be credible. Further, I am not satisfied that the Landlord's Legal Representative provided an adequate reason as to why she failed the hearing given she was retained. In my view, the Landlord was not diligent and a lack of due diligence is not a reason to grant a rehearing.
21. As such, the Landlord's request to review order LTB-T-074788-23 issued on January 22, 2026, is denied.

It is ordered that:

1. The request to review order LTB-T-074788-23 issued on January 22, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 2, 2026, is cancelled. The stay of order LTB-T-074788-23 is lifted immediately.

June 11, 2026
Date Issued

Jane Dean
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.

² *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), paragraph 8