



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

**Citation:** Zakir v Shah, 2026 ONLTB 44571

**Date:** 2026-06-12

**File Number:** LTB-L-003380-26-RV

**In the matter of:** 3242 TORTOLA CRT  
MISSISSAUGA ON L5N7C4

**Between:** Mohammad Zakir Landlord

**And**

Maryam Shah Tenant

### **Review Order**

Mohammad Zakir (the 'Landlord') applied for an order to terminate the tenancy and evict Maryam Shah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-003380-26 issued on April 2, 2026. The hearing was held on March 18, 2026. As of 10:18 a.m., the Landlord was not present nor represented. The matter was dismissed as abandoned.

On April 6, 2026, the Representative requested a review of the order.

On April 2, 2026, interim order LTB-L-003380-26-RV-IN was issued, staying the order issued on March 18, 2026.

This request to review was heard by videoconference on June 2, 2026. The Landlord's Legal Representative, Muhammad Malik, and the Tenant attended the hearing.

### **Determinations:**

1. The Landlord requests a review of order LTB-L-003380-26 issued on April 2, 2026, because they were not reasonably able to participate at the hearing held on March 18, 2026.
2. The Landlord's Representative states that he had been retained to attend the hearing on March 18, 2026. Unfortunately, a staff member at his office inadvertently diarized the hearing for the afternoon of March 18, 2026, although the hearing was held in the morning. While preparing his files that morning, he came across the error and immediately called into the hearing room. However, it had already been dealt with when he arrived. He filed a request to review as soon as he received a copy of the Board's Order.

3. As to why the Landlord had not attended, even if the Representative did not, the Representative explained that the Landlord lives overseas in a part of the world in which internet connections are unstable particularly in light of recent political events. This was the reason the Landlord Representative had been retained.
4. The phrase “not reasonably able to participate” has been considered by the Divisional Court on several occasions. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the tenant argued she did not attend the hearing because she misread the Notice of Hearing and got the dates mixed up. The Divisional Court ruled the Board should have granted her request to review on the grounds of not reasonably able to participate because the evidence suggested that the tenant genuinely intended all along to participate and otherwise, she would be denied the right to be heard. The Court stated: “being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.”
5. In *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Ont. Div. Ct.) the tenant had dialled into the telephone hearing five minutes late and was not able to join the hearing. The Court held the tenant was not reasonably able to participate.
6. Similarly, in *Decosse v. Isles of Innisfree Non Profit Homes*, [2012] O.J. No. 964 (Ont. Div. Ct.) the tenant attended multiple hearing dates but on the final day arrived 20 minutes late and was not able to join the hearing. Again, the Court found they were not reasonably able to participate. In all of these cases there was some evidence that the individual had made attempts to participate.
7. In my view, the Landlord intended to participate. The Representative attended the hearing as soon as they recognized the error and took prompt steps to address the issue. Given the Court’s guidance in *King-Winton*, *Sutherland*, and *Decosse*, and the principles of natural justice, I am satisfied that the Landlord intended to participate in the March 18, 2026, hearing.
8. The hearing was held *de novo*.

#### Landlord’s L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$13,500.00.

7. There is no last month's rent deposit.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until July 15, 2026, pursuant to subsection 83(1)(b) of the Act.
9. The Tenant raised that she and her former spouse had been living in the residential rental unit for many years together with their two children. She says she has never signed a lease and that all of the financial matters were handling by her former spouse. In October 2025, her former spouse was criminally charged and is not permitted to return to the rental unit. The Tenant says she has never been a "tenant". She says does not have a relationship with the Landlord as a Tenant.
10. The Landlord agrees there is no written lease, because the Tenants lived in the rental unit for so long. In addition, the Landlord is the brother of the Tenant's former spouse. He was made aware of the problems in their relationship and understood that his brother had moved out of the home. It was his understanding that his sister-in-law, the Tenant, and the two children would continue to live in the rental unit. However, he has never received any rent.
11. The Landlord also points to several payments of rent made by an account with the Tenant's name. Submitted into evidence were receipts of payments made from "Maryam Raza Shah" to the Landlord for February, April, June, July and August of 2025, and December 2024.
12. The Tenant argues that this bank account was infiltrated by her ex-spouse. However, the Tenant did not provide any corresponding documentation which corroborate this statement, such as a police report or fraudulent activity report from the bank.
13. The definition of "tenant" in s. 2 of the Act, it states a tenant is an individual who pays rent in return for the right to occupy a rental unit. "Tenancy agreement" is also defined as a written, oral, or implied agreement between a landlord and a tenant in exchange for occupancy of a rental unit.
14. I am not persuaded that the Tenant is not a tenant as defined within the Act. Although she may not have signed a tenancy agreement, in my view the discussion between the parties after her former spouse was removed from the home demonstrates that the parties intended to continue to contract. As such, the Tenant is responsible for the rent and arrears that have accrued since that time.
15. The Tenant also argued that she had paid the property tax on the property, so she has effectively prepaid her rent by doing so. Again, however, the Tenant has not provided any documentary evidence to support this statement. It was not even clear to me when this may have happened. As such, I give this argument little weight.
16. The Tenant says she in receipt of ODSP and offered a payment plan. However, I conducted an examination of her income, and it is clear that this is insufficient to meet the obligations of paying ongoing rent while also addressing a reasonable payment plan.

17. In the alternative, the Tenant seeks termination at end of July. The Landlord submits that a termination date that far into the future is prejudicial because the rent has not been paid in nine consecutive months.
18. I find that a termination date of July 15, 2026, is appropriate. This gives the Tenant an opportunity to find alternate housing while also allowing the children to finish their school year. Given the length of the tenancy, the Tenant would benefit from a brief delay in eviction. However, consideration must also be given to the prejudice to the Landlord who is prejudiced because no rent has been paid.

**It is ordered that:**

1. The request to review order LTB-L-003380-26 issued on March 18, 2026, is granted.
2. Order LTB-L-003380-26 issued on March 18, 2026, is cancelled and replaced with the following:
  1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
  2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

\$13,500.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

**OR**

\$15,000.00 if the payment is made on or before July 15, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,098.64. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting June 3, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 16, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 16, 2026.

**June 12, 2026**

**Date Issued**

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Jane Dean

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 16, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To June 30, 2026                              | \$13,500.00        |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$13,500.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To July 31, 2026                              | \$15,000.00        |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$15,000.00</b> |

**C. Amount the Tenant must pay if the tenancy is terminated**

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$12,098.64          |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$12,098.64</b>   |
| Plus daily compensation owing for each day of occupation starting June 3, 2026                                      | \$49.32<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |