



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

Citation: Bano v Ngoie, 2026 ONLTB 45539

Date: 2026-06-10

File Number: LTB-L-104045-25-RV

In the matter of: BASEMENT, 3237 PAUL HENDERSON DR
MISSISSAUGA ON L5M0H8

Between: Shagufta Bano Landlord

And

Abigail Ngoie Tenant

Review Order

Shagufta Bano (the 'Landlord') applied for an order to terminate the tenancy and evict Abigail Ngoie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-104045-25 issued on March 25, 2026.

On March 31, 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 April 1, 2026 interim order LTB-L-104045-25-RV-IN was issued, staying the order issued on March 25, 2026.

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

Only the Landlord and their legal representative, Moezzam Alvi, 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 1:46 p.m. The Tenant did not login before the end of the hearing block at approximately 3:20 p.m.

Determinations:

1. Since the Tenant did not appear at the hearing to support their review, I find that this review has been abandoned.
2. I am satisfied that, in addition to the usual service of the Notice of Hearing by the Board (which was not returned), the Landlord and their legal representative took additional steps to ensure the Tenant was aware of the review hearing

3. The Landlord placed a copy of the Notice of Hearing under the Tenant's door on May 24, 2026 and sent a text message advising of this. When the Tenant replied that they had not received anything, the Landlord placed another copy up against the door. They photographed the envelope in place and testified they later observed that the envelope had been retrieved.
4. On the day of the review hearing the Landlord and Landlord's legal representative both made multiple attempts to contact the Tenant by phone and text message regarding the hearing but received no response.
5. The Landlord's legal representative requests an order for costs because the Tenant filed the request for review in bad faith to delay the proceedings, having failed to comply with the interim order dated February 25, 2026 and then failing to attend the review hearing.
6. On the first scheduled hearing the Tenant advised they intended to raise issues pursuant to section 82 of the *Residential Tenancies Act, 2006*, (the 'Act'). This resulted in an interim order dated February 25, 2026 requiring the Tenant to file additional required details of the allegations by March 6, 2026 and to pay the new rent as it came due. The Tenant did not comply with either of these requirements.
7. Although the Tenant's review request includes references to being unable to meet the March 6, 2026 deadline for reasons which could engage a need for accommodation, I note that as of the date of the review hearing, no additional information has been filed by the Tenant to comply with the interim order. A party who misses a deadline for reasons beyond their control is expected to file the required documents as soon as possible after the deadline, which appears not to have been done in this case. The only documents filed by the Tenant relate to their request for review.
8. Based on the evidence before me, I am satisfied that the Tenant did not comply with the interim order dated February 25, 2026, and would not have been able to proceed with raising any issues at the review hearing. Accordingly, the adjournment to allow the Tenant to raise these issues was unnecessary and unnecessarily delayed the proceedings.
9. Interpretation Guideline 3 provides guidance on when it may be appropriate for the Board to order a party to pay the costs of another party. Costs may be ordered where a party's conduct in the proceeding was unreasonable, including: taking unnecessary steps in a proceeding, asking for adjournments or delays without justification, and failing to prepare adequately for the hearing.
10. Rule 23 limits costs to \$100 per hour. The Landlord and their legal representative attended at the scheduled review hearing for approximately 1 hour, therefore I find a costs award of \$100.00 is appropriate to compensate for their costs incurred.

It is ordered that:

1. The request to review order LTB-L-104045-25 issued on March 25, 2026 is denied. The order is confirmed and remains unchanged.

2. The interim order issued on April 1, 2026 is cancelled. The stay of order LTB-L-104045-25 is lifted immediately.
3. The Tenant shall also pay the Landlord \$100.00 for costs related to preparing for and attending the review hearing.

June 10, 2026
Date Issued

Dawn Carr
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.