



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

**Citation:** Canjapalli Shivakumar v Rekhi, 2026 ONLTB 46372

**Date:** 2026-06-10

**File Number:** LTB-L-057431-24-RV2

**In the matter of:** 9 SANDYSHORES DR  
BRAMPTON ON L6R2H2

**Between:** Balaji Canjapalli Shivakumar  
Abhirami Balaji

Landlords

**And**

Jappanjeet Singh Rekhi  
Arpandee Singh

Tenants

### **Review Order**

Balaji Canjapalli Shivakumar and Abhirami Balaji (the 'Landlord') applied for an order to terminate the tenancy and evict Jappanjeet Singh Rekhi and Arpandee Singh (the 'Tenant') because the Tenants have been persistently late in paying the Tenants' rent.

This application was resolved by order LTB-L-057431-24 issued on January 13, 2026. The Tenant Arpandee Singh requested a review of the order. The review was resolved by order LTB-L-057431-24-RV issued on May 19, 2026.

On June 9, 2026, the Landlords requested a review of order LTB-L-057431-24-RV.

A preliminary review of the review request was completed without a hearing. In determining this request, I listened to the audio recording for the review hearing held on April 2, 2026.

### **Determinations:**

1. The order under review grants the Tenant's request for a review, cancels order LTB-L-057431-24 and dismisses the Landlords' L2 application after a *de novo* hearing. The L2 application was dismissed because the only relief claimed was termination of the tenancy and both Tenants had vacated the unit prior to the hearing.
2. The Landlords submit that they were not notified by the LTB at any stage of these proceedings that they had neglected to claim monetary remedies in their application and they were not provided an opportunity to correct the issue prior to the issuance of the original order. It is not an error of the LTB to not notice problems with an application and notify an applicant that they need to amend the application. I note that the Tenant's review raises the issue that monetary remedies were not claimed in the application, so

the Landlords were on notice prior to the review hearing that the application requires amendment if they wish to claim these remedies. The interim order sending this matter to a review hearing notified the parties that if the review is granted the original application will be re-heard. This means the Landlords knew that there could be a re-hearing of the application on the date of the review hearing and they knew that there was likely a problem with the fact that they had neglected to claim any monetary remedies in their application. Despite knowing these things, they did not file a request to amend the application on notice to the Tenants prior to the review hearing.

3. I listened to the hearing recording for the review hearing. The Landlords did not request an amendment at the review hearing. If had done so, this request would very likely have been denied because the Landlords had not put the Tenants on notice that they intend to request an amendment to the application.
4. Based on the above I am not satisfied that the LTB erred by failing to alert the Landlords to their error and failing to give the Landlords an opportunity to amend their error.
5. The Landlords also submit that it was unreasonable for the reviewing Member to dismiss the application after the *de novo* hearing because the Tenants owe money to the Landlords. They give a partial citation for an LTB decision, 2021 CanLII 103232 (ON LTB) and state that this decision “recognized that where a defect or error exists, fairness may require permitting correction or amendment rather than completely defeating recovery of otherwise valid amounts owing.” There are two problems with this submission. First, the principle allegedly quoted from this LTB decision is correct but does not address the situation where no amendment is requested. Second, the citation provided leads to a case that dismisses a landlord’s application because the notice of termination is invalid. The full citation is *Currie v. Difalco*, 2021 CanLII 103232 (ON LTB). In this case the LTB technically amends the application from one seeking termination and arrears to one seeking only arrears. The case does not address amendment to add a claim for monetary remedies that had not been initially sought.
6. The decision to dismiss the Landlords’ application because they had not requested any monetary remedies was reasonable and legally sound. The LTB cannot grant remedies that have not been requested: see *Beauge v. Metcap Living Management Inc.*, 2012 ONSC 1160.
7. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

**It is ordered that:**

1. The request to review order LTB-L-057431-24-RV issued on May 19, 2026 is denied. The order is confirmed and remains unchanged.

**June 10, 2026**  
**Date Issued**

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Renée Lang  
 Vice Chair, 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.