



**Order under Section 21.2 of the Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006/
Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-006473-26-RV

In the matter of: 2 COSBURY LANE
CALEDON ON L7C4H2

Between: AWDHESH PANDEY Landlords
SEEMA KUMARI
AVANISH PANDEY

And

KEVIN MARTIN Tenants
TATIANA GONCALVES
GABRIEL NEMKIS

AWDHESH PANDEY, SEEMA KUMARI and AVANISH PANDEY (the 'Landlord') applied for an order to terminate the tenancy and evict KEVIN MARTIN, TATIANA GONCALVES and GABRIEL NEMKIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The hearing was held on May 20, 2026. This application was resolved by order LTB-L-006473-26 issued on May 26, 2026.

On May 26, 2026, Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 27, 2026 interim order LTB-L-006473-26-RV-IN was issued, staying the order issued on May 20, 2026

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Uzma Khan, the first two named Landlords, and the first two named Tenants attended the hearing.

Review Determinations:

1. The Tenants requested a review of the Board's order on the ground that they were not reasonably able to participate in the hearing. For the following reasons, the review of order LTB-006473-26 issued on May 26, 2026 is granted.
2. The first two named Tenants testified they did attend the hearing that was held on May 20, 2026 however they were waiting in the lobby and were not admitted until after their hearing was concluded. When they were eventually admitted into the hearing room, the Adjudicator told them their matter was already heard.
3. The Tenants believed they were having technical issues. The Tenants called the LTB technical support line to advise they were having issues logging into the hearing room. Both Tenants say that they contacted the Landlord to tell them they were still in the lobby and were unable to get into the hearing room but that the Landlord did not respond until after the hearing was concluded.
4. The Landlords claims that the Tenants are simply requesting the review to try to further delay the eviction. The Landlord feels that it is unusual that both Tenants were on separate devices and were having the same technical issues.
5. The Tenants provided into evidence several screenshots of the Zoom video link room VC 105 on the date of the hearing that demonstrate they are in the lobby and the screenshot says they will be admitted into the hearing room soon. The earliest time listed in the screenshots provided is 9:15 a.m. Another screenshot does show a telephone call was made to the LTB technical support line at approximately 9:33 a.m. I note that on the hearing date, the block was unmoderated, which means the Adjudicator must manage the parties who sign in which includes monitoring the lobby room and the hearing room.
6. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.), the Divisional Court stated that, "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
7. I am satisfied that the Tenants were not reasonably able to participate in the proceedings because the Tenants were having technical issues and/or were not admitted into the hearing room until after the matter was dealt with.
8. As a result of my decision, I cancelled order LTB-L-006473-26 issued on May 26, 2026 and proceeded to hear the Landlord's L1 application *de novo* (anew).

L1 Application Determinations:

9. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
10. As of the hearing date, the Tenants were still in possession of the rental unit.
11. The lawful rent is \$2,800.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: \$2,800.00 x 12, divided by 365 days.

13. The Tenants have paid \$1,300.00 to the Landlord since the application was filed.
14. The rent arrears owing to June 30, 2026 are \$22,550.00.
15. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlords collected a rent deposit of \$2,750.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Interest on the rent deposit, in the amount of \$134.09 is owing to the Tenants for the period from May 1, 2024 to June 17, 2026.
18. Near the end of the hearing, although the second named Tenant acknowledges she is still living in the rental unit, the second named Tenant says that she should not be listed as a Tenant because the Landlords told her in April 2025, she could be removed from the tenancy. The Landlords deny this claim. The second named Tenant says that she has proof of this through text messages but failed to disclose any evidence for the hearing in accordance with Board Rule 19. As such, the second Tenant's request to be removed from the tenancy is denied.

Relief from Eviction

19. The Landlords are requesting an 11-day standard eviction order as the rent arrears are substantial and are accumulating every month. The Landlords are having difficulty paying the mortgage to the rental unit and the first named Landlord is currently on stress leave because of this situation.
20. The first named Tenant is currently on house arrest living elsewhere and has not lived in the rental unit since November 2025. The third named Tenant is incarcerated. The second named Tenant advised she was unemployed but just started working at the beginning of June 2026. The second named Tenant acknowledges she intends to vacate the rental unit because she does not want to take further advantage of the situation but has not found another place yet. The Tenant did not give a specific amount of time she may need in order to find another rental unit, however, any further delay in eviction is too prejudicial to the Landlords as the rent arrears are substantial.
21. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-006473-26 issued on May 26, 2026 is granted. The order is cancelled and replaced with the following order:
2. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.

3. The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:

- \$22,736.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,536.00 if the payment is made on or before July 4, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 4, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
5. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 4, 2026.**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$18,616.76. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
7. The Tenants shall also pay the Landlords compensation of \$92.05 per day for the use of the unit starting June 18, 2026 until the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlords the full amount owing on or before July 4, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before July 4, 2026, then starting July 5, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after July 5, 2026.

June 23, 2026
Date Issued

Paula West Oreskovich
Member, Landlord and Tenant Board

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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 5, 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	\$23,850.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total the Tenant must pay to continue the tenancy	\$22,736.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 4, 2026

Rent Owing To July 31, 2026	\$26,650.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total the Tenant must pay to continue the tenancy	\$25,536.00

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

Rent Owing To Hearing Date	\$22,614.85
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Less the amount of the last month's rent deposit	- \$2,750.00
Less the amount of the interest on the last month's rent deposit	- \$134.09
Total amount owing to the Landlord	\$18,616.76
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$92.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

