



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

Citation: Pearson v Majeed, 2026 ONLTB 50004

Date: 2026-06-26

File Number: LTB-T-047299-25-RV

In the matter of: 44 Epsom Downs Drive
Brampton ON L6T1Y8

Between: Linda Pearson Tenant
Elyse Pearson

And

Zahid Majeed Landlord

REVIEW ORDER

Linda Pearson and Elyse Pearson (the 'Tenant') applied for an order determining that Zahid Majeed (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-047299-25 issued on April 10, 2026. The hearing was held on March 4, 2026. As of 10:50 a.m., the Landlord was not present or represented at the hearing.

On April 13, 2026, the Representative requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 10, 2026, interim order LTB-T-047299-25-RV-IN was issued, staying the order issued on June 26, 2026.

The review was heard by videoconference on June 23, 2026. The Landlord, his Representative, Shahbaz Vardag, and Interpreter, Ali Usnan, and the Tenants attended the hearing.

Determinations:

1. For the reasons below, and despite what I said at the hearing, I am not satisfied that the Landlord was unable to participate at the hearing on March 4, 2026, or that there is a serious error in order LTB-T-047299-25 issued on April 10, 2026.

Background

2. By way of background, the Tenants applied for an order determining that the Landlord gave a notice of termination in bad faith. The Tenants say they left the rental unit as a result of having been given a notice of termination, and that the rental unit was advertised

to be re-rented. The Board issued an order finding the Landlord gave the notice of termination in bad faith pursuant to s. 57 of the *Residential Tenancies Act* ('the Act').

3. The Landlord requests the review for two reasons. First, they say they were not reasonably able to participate. Second, they say there is a serious error in order LTB-T-047299-25 because the Landlord did not give the Tenants an N12 notice of termination.

Unable to Participate

4. The Landlord's Representative stated that a member of his staff had inadvertently deleted the hearing from his virtual calendar which is why he did not attend the hearing.
5. The Landlord testified that he had been out of the country celebrating a religious holiday at the time of the hearing. He indicates that he had provided the requisite evidence to his representative expecting him to attend the hearing on his behalf.
6. Although I accept the Landlord Representative's explanation that there was an inadvertent error made on behalf of a staff member in his office, I am not satisfied that the Landlord was not able to attend the March 4, 2026, hearing.
7. In the matter of *Samson v. BCIMC*, 2025 ONSC 986, the Divisional Court provides guidance on the due diligence on behalf of a tenant seeking an adjournment, stating at par. 8 (in-part):

[8] "In this instance, the Vice Chair's discretion was judicially exercised and reasonable. Vice-Chair Patchett referred to the LTB interpretative guidelines on rescheduling and adjournments. He considered the fact that no notice was given to the LTB or the respondent by the appellant for an adjournment although Mr. Samson was well aware in advance of the unsuitability of the scheduled date of April 9, 2024. He found there to be a lack of diligence by the appellant to properly seek an adjournment."

8. In *Q Res IV Operating GP Inc v. Berezovs'ka*, 2017 ONSC 5541 (Div. Ct.) (CanLII), the Divisional Court affirmed a party to a Board application is required to exercise reasonable diligence to be aware of and to attend the scheduled Board hearing.
9. In keeping with the Divisional Court's decision in *Q Res IV Operating GP Inc*, I similarly find that it is more likely than not that the Landlord did not act with due diligence to ensure he was able to participate in the hearing of March 4, 2026. Given that the Landlord's own evidence was that he was out of the country to attend a religious holiday, he was aware that he did not intend to attend the hearing. Rather, he expected his Representative to attend. However, this is not akin to not reasonably having been able to participate at the hearing.
10. The Landlord did not exercise due diligence in requesting an adjournment despite the unsuitability of the schedule date. Therefore, in keeping with the Divisional Court's finding in *Samson* and *Q Res* above, I am not satisfied that the Landlord was unable to participate at the hearing held March 4, 2026.

Serious Error

11. The Landlord also proposes that there is a serious error in the April 10, 2026, order. Specifically, he states that s.48(1) of the Act denotes that the notice of termination – in this case an N12 notice – must be served on the statutorily prescribed form. Although the Landlord's request to review included three arguments of serious error in the April 10, 2026, order, the Landlord at 01:32:13 indicated that he would make submissions pertaining only to the lack of statutorily prescribed Board form, the N12.
12. Section 43(1) of the Act states that: "Where the Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and (a) identify the rental unit for which the notice is given; (b) state the date on which the tenancy is to terminate; and (c) be signed by the person giving the notice, or the person's agent." The Landlord's submission is that an N12 notice was not provided to the Tenants and that because of this, there was a serious error in the order.
13. I do not agree with the submissions of the Landlord that an N12 must be served on a Board-prescribed form. Section 212 of the Act states that substantial compliance with the Act respecting the contents of forms, notices, or documents is sufficient. It goes on further, in s.212(2), to state that substantial compliance with the contents of a form, notice, or document still constitutes substantial compliance with the Act provided the error does not significantly prejudice a party's ability to participate in the proceedings.
14. There is no evidence or argument before me to suggest that either party was prejudiced by the lack of using a Board-approved form. Further, I find that legislative purpose of the more recent change of the addition of s.212(2), was to clarify that there are situations where, even in the absence of a Board-approved form, that provided that where the contents substantially complied with the Board form, the form may be accepted. This is consistent with similar approaches of the Board (See *Bennett v Smith*, 2025 ONLTB 80835 (CanLII)). Further still, even if I was to find that the lack of the use of the Board form was prejudicial, it would have been prejudicial to the Tenants, not the Landlord.
15. The Landlord also submits that the Tenant's T5 application did not specify that the rental unit is "upper." However, I do not find this to be a serious error. This omission does not change the outcome of the order, nor the findings made in the order.
16. Of note, during the hearing, I reviewed the order, and found it had contained a serious error because during my cursory review, I inadvertently failed to note paragraph 14 of the presiding member's order, which states:

"Although the Landlord did not serve a specific N12 notice of termination, I find that the Landlord's emails demanding that the Tenant vacate amount to a notice of termination under section 48 of the Act."
17. As I failed to see paragraph 14 of the April 10, 2026, order, I was under the impression that no reference to the lack of an N12 notice was referred to in the order. However, after the hearing, and upon closer review of the order, I note that the member does address the fact that the N12 was not served on a Board-prescribed form, and I find this determination is sufficient.

18. Section 17 of the *Statutory Powers Procedure Act*, states that: “A tribunal shall give its final decision and order, if any, in any proceeding in writing and shall give reasons in writing therefor if requested by a party.” Given that reasons must be provided in writing, I am of the view that despite my initial findings at the hearing, I have the statutory authority to revisit my initial findings.
19. Therefore, I am no longer of the view that there is a serious error in the order of June 26, 2026.

It is ordered that:

1. The request to review order LTB-T-047299-25 issued on June 26, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on April 10, 2026, is cancelled. The stay of order LTB-T-047299-25 is lifted immediately.

June 26, 2026
Date Issued

Jane Dean
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.