



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

Citation: 1789331 Ontario Limited v ADDOW, 2026 ONLTB 50172

Date: 2026-06-30

File Number: LTB-L-097784-25-RV

In the matter of: 101, 120 MAITLAND ST
TORONTO ON M4Y1E1

Between: 1789331 Ontario Limited

Landlord

And

UBAH ADEN ADDOW
MUDASIR ADEN ADDOW

Tenants

Review Order

1789331 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict UBAH ADEN ADDOW and MUDASIR ADEN ADDOW (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-097784-25 issued on February 17, 2026. The hearing was held on February 9, 2026. As of 1:55 p.m., the Tenants were not present nor represented at the hearing.

On June 10, 2026, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On June 10, 2026, interim order LTB-L-097784-25-RV-IN was issued, staying the order issued on February 17, 2026.

The request to review was heard by videoconference on June 23, 2026. The Landlord's Representative, Carrie Alywin, and the second-named Tenant, attended the review.

Determinations:

1. The Tenant requests a review of order LTB-L-097784-25 issued on February 17, 2026, because the Tenant says he was not reasonably able to participate at the hearing of February 9, 2026. For the reasons below, I do not find that the Tenant was not reasonably able to participate at the hearing.

2. By way of background, the Landlord applied for an order terminating the tenancy and an order terminating the tenancy and for the arrears of rent due and owing to the date of the hearing. A voidable order was issued instructing the Tenant to either pay the arrears or that if he failed to do so, the tenancy would be terminated.
3. The Tenant advises that the co-Tenant vacated the rental unit some time before the rental arrears began to accumulate.
4. The tenancy was terminated per Sheriff enforcement on May 27, 2026.
5. The Tenant says he unable participate in the hearing because he did not get a copy of the Landlord's application or the notice of hearing because he did not have access to his mailbox. He had lost or otherwise did not have a key to the mailbox. On May 27, 2026, he was able to retrieve his mail because there was so much inside, the box would no longer close.
6. In reviewing the file history, the notice of hearing was mailed to the Tenants on January 18, 2026. There is no record of mail being returned to the Board. The Board's records also include correspondence which had been mailed by the Landlord's Representative to the Tenant prior to the hearing and which attached a copy of the notice of hearing.
7. In cross-examination, the Tenant agreed that he had not requested the replacement of a mail key, and that he had not had a mail key for about a year. He also stated that the reason he did not follow-up with the Landlord or Canada Post was because it was difficult to reach out during the daytime while he was working.
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. 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."
10. 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.
11. 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 tenant had made attempts to participate. That is not the case before me.

12. In keeping with the Divisional Court's decisions, I similarly find that it is more likely than not that the Tenant did not act with due diligence to ensure he was able to participate in the hearing of February 9, 2026. The Tenant acknowledged that he was in arrears at the material time, yet he took no steps to ensure he had access to his mailbox. But that point, he would have been unable to access his mail for about seven months. Had the Tenant reached out about needing a replacement key, in all likelihood he would have discovered the Board's package, which was sent to each Tenant individually, and the Landlord's correspondence.
13. The Tenant also alleges he did not receive a copy of the N4 notice of termination. The Certificate of Service indicates this was served by placing it under the door. He disputes that it could have been served this way because there was a seal on the bottom of the door which would have prevented this.
14. However, the Tenant acknowledges that he knew he was in arrears. He explained he lost his job.
15. I find that the time to have argued that he was not in receipt of the Landlord's N4 notice was at the hearing and not at the review. I say this because had the Tenant exercised appropriate due diligence, knowing that he had been in arrears, he would have been aware of the hearing and would have been able to participate at the February 9, 2026, hearing where he could have challenged the N4 service. Further, this issue is now moot as termination was enforced by the Sheriff, and the rental unit is re-rented.
16. The Tenant also proposed that he had hoped to be put back into possession of the rental unit by way of the review request. However, there is no record of this request stated in the review request. The Landlord advises the rental unit has already been re-rented. Given this, the Board has no jurisdiction to interfere with the new tenancy to put the Tenant back into possession.
17. The Tenant also sought a payment plan for the arrears. However, the Landlord's Representative explained the Tenant had already been put in collections. As the review is denied, the previous order remains unchanged. Therefore, there is no re-hearing of the matter and there is no reason for me to consider a repayment plan since I am not addressing the application.
18. The only jurisdiction the Board has, given that the review is denied, is to alter the date to lift the stay. However, as the tenancy has already terminated, I see no reason to extend the lifting of the stay.

It is ordered that:

1. The request to review order LTB-L-097784-25 issued on February 17, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on June 10, 2026, is cancelled. The stay of order LTB-L-097784-25 is lifted immediately.

June 30, 2026
Date Issued

Jane Dean

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.