



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

File Number: LTB-L-007223-26-RV

In the matter of: 2525 STALLION DR
Oshawa ON L1L0M4

Between: Susiththan Paraparasingam Landlord

And

Zion Hezekiah Scarlett Tenants
Charlene M Hill

Review Order

Susiththan Paraparasingam ('SP' or the 'Landlord') applied for an order to terminate the tenancy and evict Zion Hezekiah Scarlett and Charlene M Hill ('ZHS' and 'CMH' or collectively, the 'Tenants') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

The L1 application was heard on April 1, 2026, when the Tenant, CMH, and representatives of the Landlord were present. That hearing resulted in order on consent, namely order LTB-L-007223-26 which issued on April 14, 2026 (the 'LTB Order').

On April 20, 2026, one of the Tenants, ZHS, requested a review of the LTB Order and that the order be stayed until the request to review the order is resolved.

On April 21, 2026, interim order LTB-L-007223-26-RV-IN was issued (the 'Interim Order'), staying the LTB Order.

This request to review was heard by videoconference on June 17, 2026.

The Tenant, ZHS, the Landlord and the Landlord's Legal Representative, Dharshini Dhurairnatnam ('LLR'), attended the hearing. Suja Cheniah was in attendance as a possible witness for the Landlord (placed in a private breakout room) but was not called forward to testify.

Determinations:

Request to Review

1. The Landlord and the Tenant, ZHS, did not know why the Tenant, CMH, was not present for the review hearing.
2. ZHS stated the basis of his request to review was that he was not reasonably able to participate in the April 1, 2026. As explained in the request to review, ZHS stated he was out of the country from February 26, 2026 to June 6, 2026. He stated his estranged spouse, CMH, was not given permission or the authority to represent him at the April 1, 2026 hearing when CMH agreed to have the tenancy terminated.
3. ZHS confirmed he would have certainly participated in the April 1, 2026 hearing, had he been aware, so that he could have negotiated with the Landlord to save the tenancy, to ensure, *inter alia*, his four children would not be unnecessarily displaced and be faced with additional instability. He confirmed that because of his marital issues, most of his belongings are still in the rental unit and that he temporarily lives/stays in Brampton.
4. ZHS was shown a copy of his April 18, 2026 email to the Landlord (exhibit LL#1) which he identified as his email. When shown a copy of LLR's March 24, 2026 email to him regarding the then-upcoming April 1, 2026 hearing (exhibit LL#2), ZHS replied that that email ended up in a 'spam' folder, so he never saw it. He recalled receiving the N4 notice of termination in January 2026. He also explained that when he learned of the April 1, 2026 hearing, he contacted the LTB immediately and requested a review then, but was told that until an order issued, he could not request a review. Thus he waited until the LTB Order issued and re-filed a second request to review.
5. When requests to review concerning the reasonable ability to participate, I am bound by case authority. The courts have set out that a broad interpretation must be given, but that interpretation is balanced by a need to consider circumstances.
6. In *Kathryn King-Winton v. Doverhold Investments 2008 CanLII 60708 (ON SCDC)*, the Divisional Court stated: "*Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.*" In *King-Winton*, there was evidence to suggest that the tenant missed her hearing because of her honest but mistaken belief in an incorrect hearing date.
7. Earlier, in *Ennasr v. Ottawa (City), 2003 CanLII 19592 (ON SCDC)*, it was found that justice had been denied in circumstances in which a party was absent from a hearing because he had been misdirected by tribunal staff about the hearing date.
8. More recently, in *Chin Yong Ahn v. 4900 Bathurst Street, 2014 ONSC 7325 (CanLII)*, the tenant received the notice of hearing, but did not attend. He claimed he mistook the stated June 3, 2014 hearing date for June 4, 2014; but there was no evidence that he attended on June 4th. The Divisional Court held that, pursuant to subsection 7(1) of the *Statutory Powers Procedure Act, R.S.O. 1990, C.S 22*, the LTB was entitled to proceed in the tenant's absence and that the tenant was reasonably able to participate in the hearing.
9. Here, I am of the view that the Tenant, ZHS, would have participated in the April 1, 2026 had he been aware of the hearing. I am satisfied ZHS did not receive the LTB's notice of hearing, which was posted/mailed to the rental unit address, with a copy being sent only to CMH by email. It is most probable that ZHS never received LTB notification. I am also

satisfied on a balance of probabilities that he did not see the March 24, 2026 email sent by LLR and that indeed LLR's email went astray (into a spam folder). I say this because once he did become aware of the proceedings, ZHS promptly contacted the LTB with a request to review – the Tribunals Ontario Portal (TOP) clearly shows communication between ZHS and LTB staff about his premature attempt to request a review. ZHS then filed a request a second time, which demonstrated his earnest in wanting a chance to be heard.

10. All taken together, I granted ZHS' request to review. I determined the LTB Order would need to be cancelled and the underlying L1 application be heard *de novo*. We proceeded to a *de novo* hearing.
11. The Landlord presented a current state of rent arrears totalling \$20,586.00 which are owing to June 19, 2026, inclusive of the filing fee. The Tenant ZHS agreed with this quantum of arrears. Then before me, the parties were able to reach a conditional order to have the total arrears paid back to the Landlord over two and a half months. I was satisfied the parties understood the terms and consequences of their joint submission. I was also satisfied this new consent order would present little, but more likely no, prejudice to the other co-tenant, CMH, as the new consent order sets about to preserve the tenancy and make the Tenants whole in respect of arrears owing.
12. Before me, the parties also confirmed the currently monthly rent is \$3,400.00 which comes due on the 20th day of every month.

It is ordered that:

1. Interim order LTB-L-007223-26-RV-IN issued on April 21, 2026 is cancelled.
2. The request to review order LTB-L-007223-26 issued on April 14, 2026 is granted.
3. Order LTB-L-007223-26 issued on April 14, 2026 is cancelled and replaced by the following:
4. The Landlord's L1 application for eviction of the Tenants is denied on the condition that the Tenants shall pay to the Landlord **\$20,586.00**, which represents the arrears of rent and the filing fee cost (\$186.00) owing up to and including June 19, 2026.
5. The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 4 of this order and for monthly rents during the agreed-to payment period:

(a) rent and arrears payments:

	On or before date	Payment to be made
i.	June 20, 2026	\$3,400.00 (monthly rent June 20 to July 19 period)
ii.	June 30, 2026	\$11,600.00 (arrears and filing fee)

	On or before date	Payment to be made
iii.	July 20, 2026	\$3,400.00 (monthly rent July 20 to August 19 period)
iv.	July 31, 2026	\$4,493.00 (arrears)
v.	August 20, 2026	\$3,400.00 (monthly rent August 20 to September 19 period)
vi.	August 31, 2026	\$4,493.00 (balance of arrears)

6. If the Tenants fail to make any of the payments in accordance with paragraph 5 of this order, and by the dates required, then:

- a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 4 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 5 of this order. The section 78 application is made without notice to the Tenants, and usually the LTB issues an order from that application without a hearing.

June 30, 2026
Date Issued

Alex Brkic
 Member, Landlord and Tenant Board

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.