



## Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

**Citation:** Khan v Koller, 2024 ONLTB 13651

**Date:** 2024-02-16

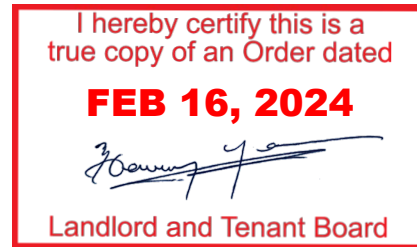
**File Number:** LTB-L-068549-23-IN

**In the matter of:** Upper Unit, 1636 HICKORY RD  
WINDSOR ON N8Y3T3

**Between:** Irfan Khan

**And**

Mandy Koller



Landlord

Tenant

### INTERIM ORDER

Irfan Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Mandy Koller (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 14, 2024.

Only the Landlord's Legal Representative, Brittany Tessier, attended the hearing.

As of 9:45AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence. At 10:05AM, the Tenant signed in late.

#### Determinations:

1. At the hearing, the Tenant requested an adjournment because the matter was already heard and the Tenant was unable to attend. The Tenant testified that she had technical issues and could not login in. The Tenant testified that she had attempted to login since 8:30AM and was unable to.
2. After considering the parties' submissions, I granted the adjournment because the Tenant wanted to participate but was unable to.
3. The parties shall exchange all documents, pictures and other evidence they intend to rely on at the hearing by the deadlines set out below. The parties shall also provide the LTB a copy of their evidence.
4. The Tenant must pay all new rent on time to the Landlord until this matter is resolved or the LTB orders otherwise. When the Tenant showed up, she did acknowledge that she

was in arrears. The Tenant is thus ordered to pay new rent to reduce prejudice to the Landlord.

**It is ordered that:**

1. The hearing is adjourned to a date to be scheduled by the LTB peremptory on the Tenant.
2. The parties shall provide their unavailable dates for the next 3 months to the LTB by February 19, 2024.
3. The LTB will send the parties a Notice of Hearing for the next hearing date.
4. On or before March 1, 2024, the Landlord shall provide the Tenant and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing.
5. On or before March 1, 2024, the Tenant shall provide the Landlord and file with the LTB a copy of all documents, pictures and other evidence they intend to rely on at the hearing.
6. If a party does not comply with the deadlines for disclosure in paragraphs 4 to 5, the Member may refuse to accept the evidence or consider the issues not disclosed.
7. If parties want to make disclosure through the Tribunals Ontario Portal, they must sign and file the LTB's form called "Consent to Disclosure through Tribunals Ontario Portal" found on the LTB's website.
8. The Tenant shall pay the ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise.
9. If the Tenant does not comply with the requirement to pay the ongoing rent, the Member may refuse to accept or consider the Tenant's evidence and submissions.
10. I am not seized.

**February 16, 2024**  
**Date Issued**

  
Henry Yeung  
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.