



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

Citation: SHREEDHAR CORPORATION C/O QUANTUM PROPERTY MANAGEMENT INC. v Leonard, 2023 ONLTB 74804

Date: 2023-11-17

File Number: LTB-L-020299-23-RV

In the matter of: 143 BRENNAN CRES
ODESSA ON K0H2H0

Between: SHREEDHAR CORPORATION C/O QUANTUM PROPERTY MANAGEMENT INC. Landlord

And

Ryan Patrick Leonard Tenant

Review Order

SHREEDHAR CORPORATION C/O QUANTUM PROPERTY MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Patrick Leonard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-020299-23 issued on August 11, 2023.

On September 15, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 19, 2023, interim order LTB-L-020299-23-RV-IN was issued, staying the order issued on August 11, 2023.

This review was heard in by videoconference on November 6, 2023.

The Landlord's Legal Representative Ian MacInnis, the Landlord's Agent, Property Manager Karim Jamani and the Tenant attended the hearing.

Determinations:

1. Prior to the commencement of the hearing, at approximately 9:17 a.m., the Tenant indicated he had contacted his local Legal Aid Clinic, had been dealing with them for the past two weeks and believed Samantha Hayward from the Clinic would be attending to represent him at this hearing. The Tenant also stated that if Tenant Duty Counsel attended the hearing room, he would speak with them.



2. It was noted that the Board sent the notice of hearing to the Tenant on September 27, 2023 and that parties are expected to make any necessary arrangements to proceed on the date of the hearing. I was satisfied that the Tenant had sufficient notice of the hearing and has been provided with an adequate opportunity to prepare and obtain representation ahead of this hearing. The right to representation is not absolute and the Tenant was afforded an opportunity to contact his representative to inquire if they were attending the hearing.
3. At 9:33 a.m., no-one from Legal Aid, Samantha Hayward or Tenant Duty Counsel had attended the hearing room. As a result, the hearing proceeded. At 10:20 a.m., I stood the matter down for the Tenant to review his notes before the completion of the Tenant's evidence and submissions. Upon commencement of the hearing at 10:33 a.m., the Tenant indicated that he had contacted the Legal Clinic who advised someone would come into the hearing room however, at no time during the hearing, which continued until approximately 11:00 a.m., did anyone attend.
4. The Tenant submits that he was not reasonably able to participate in the hearing conducted on July 5, 2023 because he believed he was not required to attend. The Tenant states that the Landlord had indicated in email communications that if the Tenant offered a payment proposal, the Tenant would not have to appear at the hearing before the Board. The Tenant submits that a week before the hearing, he sent a proposal to pay arrears to the Landlord. The Tenant acknowledges that the Landlord did not give a "concrete answer" as to whether the Tenant's proposal was accepted or denied but the Tenant states he was under the assumption that since he had submitted a proposal, the hearing would not proceed and his attendance would therefore not be required.
5. The Tenant submits that during this time, he was going through a relationship break up, death of his pets, and was depressed. No documentation was tendered at the hearing to substantiate these claims.
6. The Tenant does not dispute receiving the notice of hearing or email communications with the Landlord regarding this matter but reiterates he did not attend the hearing as the Landlord indicated to him he was not required due to the submission of his proposal to re-pay the rent arrears.
7. The Landlord's Legal Representative submitted a number of email communications between the Property Manager and the Tenant on April 18, 2023 and June 23, 2023, which clearly indicates:

If your proposed payment plan is acceptable to the Landlord, then a formal payment agreement will be signed and presented to the Landlord and Tenant Board for approval and issuance of an order in accordance with the agreed-upon terms.

If we sign a payment agreement, then a hearing before the Landlord and Tenant Board may be avoided.



8. Upon receipt of the proposed payment plan from the Tenant on June 30, 2023, the Landlord's Agent acknowledged receipt on the same day but requested further information from the Tenant. On July 1, 2023, the Tenant responded to the Landlord's Agent that he "will get those things to you as soon as possible". It was submitted that no statements were made to the Tenant which would indicate the hearing before the Board would not be proceeding as the documentary evidence supports that the Tenant's proposal was not accepted and was not signed by the parties.
9. The Tenant acknowledged that he did not sign any payment agreement with the Landlord and that he did not fully read the communications with the Landlord or open any "legal documents" attached although he "probably" got the documents.
10. Based on the evidence and submissions before me, I am not satisfied that the Tenant was not reasonably able to participate in the hearing. The Tenant received the notice of hearing and his decision to ignore and not read the materials sent to him by the Landlord speaks to a failure of diligence which does not excuse the Tenant from participating in the hearing.
11. The Landlord also specifically stated in two of their email communications with the Tenant that if the Tenant's proposed payment plan was acceptable, a formal payment plan would be signed and a hearing may be avoided. Upon receipt of the Tenant's proposal, the Landlord requested further information from the Tenant which the Tenant did not provide. The Tenant states that a formal payment plan was not signed. I accept that there was no acknowledgement by the Landlord that the Tenant's proposal was accepted by the Landlord. Accordingly, the Tenant's request for review is therefore denied.
12. The Tenant requested that the stay be lifted 90 days from the date of this order while the Landlord's Legal Representative submits that the stay should be lifted immediately as the Tenant has not paid any rent to the Landlord for the entire 2023 year with the arrears now being \$23,750.00.
13. The Tenant does not have a reasonable explanation for not having paid any rent for the entire 2023 year. The Tenant asserts employment is forthcoming and he is in receipt of Ontario Works benefits yet he has not paid any monies towards rent. The arrears are now substantial and continue to surmount. I find it would be prejudicial to the Landlord for any delay in the lifting of the stay.

It is ordered that:

1. The request to review order LTB-L-020299-23 issued on August 11, 2023 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on September 19, 2023 is cancelled. The stay of order LTB-L-020299-23 is lifted immediately.

November 17, 2023
Date Issued

Heather Chapple
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.