



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

Citation: Katlena's Palace Inc. v Hamilton, 2026 ONLTB 1027

Date: 2026-01-06

File Number: LTB-L-065014-25-RV

In the matter of: 301 B, 111 TAUNTON RD E
OSHAWA ON L1G3T9

Between: Katlena's Palace Inc. Landlord

And

Rhoda Hamilton Tenants
Donnie Hillier

REVIEW ORDER

Katlena's Palace Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rhoda Hamilton and Donnie Hillier (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants failed to meet a condition specified in the order issued by the Board on December 11, 2024 with respect to application LTB-L-071843-24.

This application was resolved by order LTB-L-065014-25 issued on October 14, 2024.

On October 21, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 21, 2025 interim order LTB-L-065014-25-RV-IN was issued, staying the order issued on October 14, 2024.

This request for review was heard by videoconference on November 17, 2025.

The Landlord's Agent, Kathy Buchan, and the Tenants attended the hearing. The Tenants consulted with Tenant Duty Counsel prior to the hearing. Cheryl Wilson attended as a witness for the Landlord.

Determinations:

1. Pursuant to Rule 29 of the Board's Rules of Practice and Guideline 8, a Member may grant a request to review a Board's order where there is a serious error in the Board's order or proceeding and/or where a party was not reasonably able to participate in the Board's proceeding.

2. For the reasons that follow, I am satisfied that the Tenants were not reasonably able to participate in the proceeding.
3. In the request, the Tenants assert they attempted to sign into the hearing room but were unable to do so using their phone. The Tenants do not have internet at home, nor do they have a computer. The Tenants state they contacted the LTB who informed them they would need to wait for the order as the matter proceeded as uncontested.
4. The Tenants argue there is a serious error in the order as they did not breach order LTB-L-071843-24 as alleged in the Landlord's L4 application.
5. In their testimony, the Tenants testified they were aware of the hearing, held on October 8, 2025, but they had technical difficulties while attempting to sign into the hearing room. They admitted they did not try to call into the hearing room by phone as they were not clear that this was an option.
6. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
7. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ON SCDC), the Courts found, at paragraph 7,

Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less. The tenant has never delayed in pursuing her remedies.

8. Based on the review request and the evidence before me, I find that the Tenants were not reasonably able to participate in the hearing held on October 8, 2025. While parties have an obligation to act diligently when dealing with legal matters, I am satisfied that the Tenants had a genuine intent to attend the hearing. I find it unlikely that the Tenants would knowingly or intentionally fail to participate at the hearing particularly where they knew their tenancy was in jeopardy.
9. The Tenants' request to review is granted and as a result, the order issued on October 14, 2025 is cancelled and the application was reheard.

L4 Application

10. The order LTB-L-071843-24 provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants did not meet certain condition(s) specified in the order.

11. L4 applications such as this are usually resolved *ex parte* (without a hearing). This L4 application was sent to a hearing by way of an endorsement issued on September 3, 2025 as the application lacked the required information to issue an order without a hearing being held.
12. The first issue with the L4 application was the prior order listed the Tenant's first name as "Rhoda" while the L4 application listed the Tenant's first name as "Rhonda". At the hearing, it was undisputed that the Tenant's first name is Rhoda and as a result, the application was amended to reflect the Tenant's full name as Rhoda Hamilton.
13. The second issue was the application lacked the required information regarding the dates and amounts for which the Tenants made payments towards the arrears. In the application, the Landlord claims the Tenants did not make the required payment of \$2,000.00 on or before August 5, 2025 pursuant to order LTB-L-071843-24.
14. In her testimony, the Landlord's witness, Cheryl Wilson, stated that she is employed by the Landlord as the superintendent of the residential complex. Although she could not fully recall her conversation with the Tenant regarding the arrears payment, she did remember the Tenant attending the office on August 7, 2025 to make the required \$2,000.00 payment. She also recalled the Tenant requesting that the receipt be dated August 5, 2025, a request she accommodated.
15. The Landlord's agent submitted the receipt book as evidence. She submitted the dates on the receipts before and after the Tenants' receipt show the date as August 7, 2025 and explained that Ms. Wilson either made an error or wrote the date as the Tenant had requested. She submitted that regardless of the error, the Tenants breached the order by not making the arrears payment on or before August 5, 2025.
16. In her testimony, the Tenant specifically recalled attending the Landlord's office to make the payment on August 5, 2025. She stated that she had been in the hospital and returned home at approximately 9:00 a.m., and later that morning met with Cheryl in the office to provide the cash payment. The Tenant denied requesting that the receipt be dated August 5, 2025, asserting that this was the actual date on which the payment was made.
17. The Tenants submitted a copy of the receipt in the amount of \$2,000.00 and dated August 5, 2025 as evidence. It was undisputed that the Tenants also made the required payments on September 5, 2025, October 5, 2025, and November 5, 2025.
18. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Analysis

19. Based on the evidence and submissions before me, I find on a balance of probabilities that the required payment was made to the Landlord on August 5, 2025, as reflected in the receipt provided to the Tenants. Therefore, I find that the Tenants did not breach the order.
20. I further find the Landlord's evidence was insufficient to establish that the payment occurred on August 7, 2025 or that the Tenants requested the receipt be backdated. Nothing in the

Tenants' evidence appeared illogical or implausible; rather, I found their testimony to be reasonable and credible. While the Landlord's evidence was also equally reasonable and believable, there was no indication that, upon discovering the alleged date error, the Landlord took any steps to correct the mistake or issue a revised receipt.

21. It was also the Landlord's evidence that the Tenants have made the subsequent payments, in accordance with order LTB-L-071843-24, on September 5, 2025, October 5, 2025, and November 5, 2025 which further demonstrates the Tenants have not breached the order.
22. As I am satisfied that the Tenants did not breach the order, the Landlord's application must be dismissed.

It is ordered that:

1. The request to review order LTB-L-065014-25 issued on October 14, 2024 is granted.
2. Order LTB-L-065014-25, issued on October 14, 2025 is cancelled and cannot be enforced.
3. The Landlord's application is dismissed.
4. Order LTB-L-071843-24, issued on December 11, 2024 is unchanged.
5. The interim order issued on October 21, 2025 is cancelled.

January 6, 2026
Date Issued

Susan Priest
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.