



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

File Number: LTB-L-075068-25-RV

In the matter of: 2 PAIEMENT CRT
STURGEON FALLS ON P2B3E4

Between: Ben Lalonde Real Estate Corp. Landlord

And

April Brenda Pilkey Tenant

And

Dwayne Lanktree Requestor on Review

Review Order

Ben Lalonde Real Estate Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict April Brenda Pilkey (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-075068-25, issued on November 27, 2025.

On December 5, 2025, Dwayne Lanktree requested a review of the order.

On December 8, 2025, interim order LTB-L-075068-25-RV-IN was issued, staying the order issued on November 27, 2025.

The review was heard by videoconference on December 23, 2025.

The Landlord's representative Mariusz Przybylowski, the Tenant, and Mr. Lanktree attended the hearing.

Reasons:

1. This was an application by the Landlord against the Tenant, Ms. Pilkey, to terminate her tenancy because of rent arrears. The Tenant attended the hearing of the application. She agreed that the tenancy would end, but asked that eviction be delayed. The Member considered the circumstances the Tenant presented, and denied the request to delay eviction. An order was issued accordingly.

2. Mr. Lanktree requested a review of the order on the basis that he was also a tenant of the rental unit, but had not been served with the notice of hearing and was denied the opportunity to participate.
3. At the review hearing, Mr. Lanktree explained that the original tenancy was between the Landlord and Ms. Pilkey. Mr. Lanktree moved in later, as Ms. Pilkey's roommate. He has paid some rent to the Landlord. On that basis, he believed that he was a tenant of the unit.
4. A tenancy is formed by agreement between the parties. In this case, the tenancy was between the Landlord and Ms. Pilkey. The Landlord was entitled to accept rent from Mr. Lanktree; doing so did not constitute an agreement to add Mr. Lanktree to the tenancy. The parties have not identified any other agreement, express or implied, to add Mr. Lanktree to the tenancy. In short, Ms. Pilkey was entitled to permit Mr. Lanktree to live in the unit as her guest, but she was the sole tenant of the unit.
5. The *Residential Tenancies Act, 2006* (RTA) does not require that a tenant's guest or roommate be served with notice of a proceeding between that tenant and their landlord. Since Mr. Lanktree did not have a right to be notified of the proceeding, the fact that he did not have an opportunity to participate is not a ground for review.
6. In his review request, Mr. Lanktree also argues that the Tenant did not fully present her evidence at the hearing because she felt intimidated. That would not be a ground for review either. It was not an error for the Member to decide the case based on the evidence presented to him. In any event, if the Tenant felt that she was denied the opportunity to fully participate in the hearing, she could have requested a review. Mr. Lanktree does not have standing to argue that the hearing, which he did not attend, was conducted in a way that was unfair to the Tenant, who did attend.
7. In short, this was an application by the Landlord against the Tenant. Mr. Lanktree is a third party who did not have a right to notice of the proceeding and cannot challenge the result, after the fact, on the basis that he would have liked to have participated. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-075068-25 issued on November 27, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 8, 2025 is cancelled. The stay of order LTB-L-075068-25 is lifted immediately.

January 8, 2026

Date Issued

Dale Whitmore

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.