



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

Citation: DRAKE PROPERTY MANAGEMENT v CRACKNELL, 2026 ONLTB 1457

Date: 2026-01-06

File Number: LTB-L-068064-25-RV

In the matter of: 102, 1170 FENNELL AVE E
HAMILTON ON L8T1S7

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

GLENNA CRACKNELL Tenant

Review Order

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict GLENNA CRACKNELL (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-068064-25 issued on October 28, 2025.

On November 28, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 1, 2025 interim order LTB-L-068064-25-RV-IN was issued, staying the order issued on October 28, 2025

The review request was heard by videoconference on December 15, 2025.

The Landlord's legal representative, E. Steiman, the Tenant, and the Tenant's legal representative, M. Blashko, attended the hearing.

Determinations:

1. On the basis of the submissions made, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding. Accordingly, the Tenant's request to review must be denied.
2. The Tenant testified that she was aware of the hearing date and logged in 20 minutes before the scheduled time to attend. The Tenant testified that no one allowed her access into the hearing after waiting an hour and a half. She did not think to call the Landlord or the Board at that time. In cross-examination, the Tenant testified that she suffers from bipolar disorder but did not submit any medical documentation in support of this claim.

3. The Tenant testified that she believed the arrears were resolved but concedes that she has not paid off the arrears. The Tenant concedes that she read the notice of hearing, she saw she could call technical support but was confused, and did not know what to do as this is her first time going through this process. The Tenant testified that she relies on her daughter and mother to help her with documents, but she did not show them the notice of hearing or have either of them present. The Tenant submits that she was unaware that she could have support. The Tenant did not ask her mother for support until she received a copy of the sheriff's eviction notice.
4. The Tenant's representative relies on *King-Winton v. Doverhold Investments* [2008 CanLII 60708 \(ON SCDC\)](#), and *Duncan v. Toronto Community Housing Corp.*, [2015 ONSC 4728 \(CanLII\)](#), and submits that the Tenant has met the standard for the review to be granted.
5. In *King-Winton v. Doverhold Investments*, 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. In this case, the Tenant was fully aware of the date and time of the hearing.
6. In *Duncan v. Toronto Community Housing*, the Divisional Court found that the Board, on review, has an obligation to properly account for and consider the importance of the right to be heard and that, in a case where a party's disability may be relevant to the issue, the Board's obligation must be consistent with the values expressed in the Human Rights Code and its quasi-constitutional status.
7. The Divisional Court has affirmed that even in the case where a party has provided a medical note to support their position that they were not able to participate in the proceeding, the note must contain sufficient information for the tribunal to determine whether the party can participate (*Wang v. Oloo*, 2023 ONSC 1028 CanLII (Div. Ct.)).
8. In this case, the Tenant alleges a disability with bipolar disorder but failed to submitted documentary evidence, such as a medical diagnosis to substantiate the claim and or relevant documentary evidence with respect to how the disability caused the Tenant's inability to attend the hearing.
9. The Landlord's representative submits that the Tenant has admitted to receiving the notice of hearing. The Tenant has failed to submit any evidence to suggest that her alleged disability affects her memory or ability to understand documents. The Tenant had the option to call technical support, login by phone, call a relative to assist her or attempt to sign out and sign back in, however, the Tenant failed to take any action. The Landlord's representative argues that the Tenant missed the hearing as a result of the Tenant's negligence. As such, the review must be denied.
10. Based on the submission made before me, I find that the Tenant had a reasonable opportunity to participate, but either did not exercise due diligence or chose not to attend the hearing (*Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.)). The Tenant has the obligation to ensure attendance and do everything possible to attempt attendance. The Tenant's lack of due diligence in doing so is not a reasonable basis for rehearing the application.

11. In *Berezovs'ka*, at para. 8, the Court noted that:

If parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders.

12. I agree with the Landlord's representative and find it unreasonable that the Tenant did not call technical support, the Landlord or attempted to hang up and call back into the hearing room. The Tenant argues that she believed everything had been resolved but also concedes that she has not paid off the arrears. It is therefore difficult to understand why the Tenant would believe everything was resolved if arrears were still owing to the Landlord. On a balance of probabilities, I find it more likely than not, that the Tenant chose not to attend the hearing.

13. Based on the above, I do not find that the Tenants exercised due diligence to ensure their participation in the proceedings. Therefore, the request to review based on the Tenants allegation that they were not reasonably able to participate in the hearing is denied.

14. The Landlord requests that the stay be lifted immediately as they have new tenants scheduled to move in for January 15, 2026. The stay shall be lifted immediately.

It is ordered that:

1. The request to review order LTB-L-068064-25 issued on October 28, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 1, 2025 is cancelled. The stay of order LTB-L-068064-25 is lifted immediately.

January 6, 2026

Date Issued

Mayra Sawicki

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.