



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

Citation: Longo v Gratton, 2026 ONLTB 1493

Date: 2026-01-09

File Number: LTB-L-072890-25-RV

In the matter of: UPPER, 216 WINNIPEG ST
LONDON ON N5W4T9

Between: Luigi Longo Landlord

And

Christina Tracy Gratton Tenant

Review Order

Luigi Longo (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Tracy Gratton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-072890-25 issued on November 14, 2025.

On November 26, 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 November 28, 2025 interim order LTB-L-072890-25-RV-IN was issued, staying the order issued on November 14, 2025

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

The Landlord, the Landlord's agents' Brian Leaan, Janet Laan, the Tenant, and the Tenant's agent, Deanna Hodgins, 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. At the start of the hearing, the Tenant provided her agent, Deanna Hodgins (DH), authority to speak on her behalf as the Tenant was caring for her three disabled grandchildren. The Landlord was not opposed.
3. DH testified that she was with the Tenant when the Tenant received a copy of the Notice of Hearing (NOH) in the mail. DH asserts that the package was opened and the first page identifying the hearing date and time was missing. Neither the Tenant or DH called the

Board to enquire about the notice nor did they ask the Landlord about the alleged missing page. DH asserts that she was physically present when the Landlord told the Tenant that the hearing was scheduled for November 5, 2025. DH could not remember when the Landlord advised the Tenant of the hearing date but asserts that it was approximately 10 days before the hearing.

4. DH asserts that on November 5, 2025, they called the Board to request login details but were advised that the hearing had taken place the day before and were immediately advised to file a review.
5. Based on the Boards records, a copy of the NOH identifying the login details were sent to the Tenant via regular mail on September 15, 2025. DH asserts that the mailbox is shared between the Tenant and the Landlord. DH testified that a few days after the hearing, they found the first page of the NOH in the Landlord's piled up garbage in the backyard. DH takes the position that the Landlord intentionally removed the first page of the NOH so that the Tenant would miss the hearing. It was undisputed that no one saw the Landlord tamper with the mail, and no one asked the Landlord if he removed the first page of the NOH. Nonetheless, DH asserts that only the Landlord could have taken the document as the Landlord occupies the basement and no one else lives on the property.
6. The Landlord denies having tampered with the mail and denies having given the Tenant the wrong hearing date. The Landlord's agent argues that there is no reason for the Landlord to want to delay the proceedings by tampering with the mail or giving the wrong date. The Landlord expected the Tenant to attend the hearing, but she failed to do so. The Landlord's agents take the position that the review is filed as a delay tactic. The Tenant has repeatedly promised to make payment in full but has failed to do so.
7. Based on the submissions made before me, I find that the Tenant had a reasonable opportunity to participate in the hearing, 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.
8. 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.
9. In this case, I find that DH lacks credibility. Based on the Boards records, a full package including the date and time of the hearing was sent to the Tenant. DH does not deny that the notice of hearing was received but argues that the first page was missing. It was undisputed that neither the Tenant nor DH contacted the Board to follow up on the missing document and failed to question the Landlord on the missing page. DH asserts that she was present when the Landlord gave the Tenant the wrong date but was unable to recall the date. DH asserts that it was the Landlord who removed the first page of the NOH but concedes that no one saw the Landlord do this.

10. The Landlord was present and denied having removed the first page of the NOH and denied giving the Tenant the wrong date. I accept and prefer the Landlord's testimony. There is no gain for the Landlord to prolong the proceedings. On a balance of probabilities, I find it more likely than not that a full copy of the NOH including the hearing date, time and login details were received by the Tenant, but the Tenant chose not to attend the hearing.
11. Based on the above, I do not find that the Tenant exercised due diligence to ensure their participation in the proceedings. Therefore, the request to review based on the Tenant's allegation that they were not reasonably able to participate in the hearing is denied.
12. The Landlord requests that the stay be lifted immediately as the arrears continue to increase. DH submits that the Landlord cares for her 3 disabled children and requires time to vacate. I find that a short delay to January 31, 2026, is reasonable.

It is ordered that:

1. The request to review order LTB-L-072890-25 issued on November 14, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on November 28, 2025 is cancelled. The stay of order LTB-L-072890-25 is lifted on January 31, 2026.

January 9, 2026
Date Issued

Mayra Sawicki
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.