



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

**File Number:** LTB-L-099578-23-RV

**In the matter of:** 106, 180 CANTERBURY CRT  
SARNIA ON N7T7S3

**Between:** CAPREIT LIMITED PARTNERSHIP Landlord

**And**

Jack Archer Tenant  
Kate Hutchinson Potential Party

**Review Order**

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Jack Archer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved with the issuance of order LTB-L-099578-23 dated June 13, 2024 (the 'Order') following a hearing on May 21, 2024. The Order terminated the tenancy of the Tenant, failing voiding of the Order.

On August 9, 2024 the Tenant and Kate Hutchinson (the 'Potential Party') requested that the Order be reviewed and that the Order be stayed until the Tenant's and the Potential Party's request to review the order is resolved. Interim order LTB-L-099578-23-RV-IN ('First Interim Review Order') was issued on August 12, 2024, staying the Order and directing the request to review to a hearing. The First Interim Review Order also provided that, if the Order had been enforced by the time the First Interim Review Order was issued, the Landlord was to not re-rent the rental unit and the Landlord was to keep and safeguard the Tenant's and the Potential Party's personal property until the request to review the Order is resolved.

The request for review was heard by videoconference on September 5, 2024. As set out in the Second Interim Review Order issued on October 10, 2024, the request for review was granted on the basis that the Tenant and Potential Party were not reasonably able to participate in the hearing which gave rise to the Order. The September 5, 2024 hearing was not attended by the Landlord or any representative of the Landlord and I determined that the presence of the Landlord was advisable to address a set of five issues, identified in the Second Interim Review Order.

The de novo hearing of the Landlord's L1 application was to commence by videoconference on January 9, 2025. The Landlord's representative, G. Quaresma, the Tenant, the Potential Party and the Tenant's and Potential Party's representative, M. Bradley, attended the hearing.

At the outset of the hearing the parties, together, requested that the hearing be adjourned to after March 2, 2025. The parties had reached an agreement that the Tenant and the Potential Party would be given occupancy of another unit (they had earlier been evicted from the unit on the basis of the Order and that unit has been re-rented). The occupancy of the new unit was to commence on March 2, 2025. Rental payments on the prior unit had continued after the earlier termination of the tenancy and the Landlord agreed that those payments would be applied as a credit against rent in the new unit.

As set out in the Third Interim Review Order I determined at the January 9, 2025 appearance that, assuming the Tenant and Potential Party take occupancy as planned, there was no longer an arrears issue to be determined with respect to the Landlord's L1 application. There was, however, a potential issue of an offset of arrears further to section 82 of the *Residential Tenancies Act*, 2006 (the 'Act'), depending on whether the Potential Party were to be found, on the basis of a future hearing, to have properly been a 'tenant' in respect of the tenancy agreement which formed the basis of the L1 application. If the Board were to determine that the Potential Party should properly have been joined as a 'tenant' on the N4 notice of application and in the L1 application, the Tenant and Potential Party would be seeking a rental rebate on the basis of an illegal eviction by the Landlord.

The matter came back on for hearing by videoconference on December 1, 2025. Only the Landlord's representative, G. Quaresma, attended the hearing. The Tenant's and Potential Party's previous representative, M. Bradley, had emailed the Board on November 26, 2025 to request that their office be removed as the Tenant's and Potential Party's representative. She indicated that her office had lost contact with the two clients and had received no response to the office's written communication to the clients.

The Landlord's representative confirmed that the plans discussed in the January 9<sup>th</sup> appearance had been effected. The Tenant and Potential Party had been relocated to a different unit another of the Landlord's buildings as of March 10, 2025. The overpayment of rent, which had resulted from continued payments to the Landlord subsequent to the eviction further to the Order, had been credited against rent for the new unit.

I noted that the notice of hearing for the December 1, 2025 appearance had been mailed by the Board to the Tenant's and Potential Party's original address. Neither the Tenant nor the Potential Party had provided the Board with new contact information. I concurred with the Landlord's representative's suggestion that the hearing of the matter be adjourned for a short time to ensure that the Tenant and Potential Party were served with a new notice of hearing. The Landlord's representative provided me with the parties' new address and undertook to arrange for delivery of the new Notice of Hearing to the door of the new unit.

The continued hearing was scheduled for the morning of December 19, 2025. Due to a communication error, the first notice of hearing was sent out for a date of December 18, 2025. The error was detected days later and the corrected notice for the December 19<sup>th</sup> appearance was resent well in advance of the December 19<sup>th</sup> hearing – by email to the Landlord's representative and by mail to the new address for the Tenant and Potential Party.

As of 9:45 am on December 19, 2025 no one signed into the hearing for any of the participants.

**Determinations:**

1. The Tenant's and Potential Party's request for review was granted on the basis of their not having been reasonably able to participate in the hearing which gave rise to the order under review.
2. The hearing de novo did not proceed to completion. The arrears portion of the L1 application has been resolved subsequent to the commencement of this review hearing. The only remaining issue for determination was whether the N4 notice of termination improperly failed to name the Potential Party. Since the Tenant and Potential Party did not appear at the continuation of the hearing to support their position in this regard, I find that that portion of the request for review has been abandoned.

**It is ordered that:**

1. The request to review order LTB-L-099578-23 issued on June 13, 2024 on the basis of an invalid N4 notice of termination is denied. The order is, nonetheless, discontinued.
2. The interim order issued on August 12, 2024 is cancelled.

**January 8, 2026**

**Date Issued**

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Lynn Mitchell

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.