



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

File Number: LTB-L-074512-25-RV

In the matter of: 507, 1 BRIMLEY RD
SCARBOROUGH ON M1M3H4

Between: 1 BRIMLEY APTS. INC. Landlord

And

Shanelle Singh Tenant

Review Order

1 BRIMLEY APTS. INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Shanelle Singh (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-074512-25 issued on December 1, 2025.

On December 5, 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 8, 2025, interim order LTB-L-074512-25-RV-IN was issued, staying the order issued on December 1, 2025.

This request was heard by videoconference on December 22, 2025.

The Landlord's Legal Representative, E. Steiman, the Landlord's Agent, Alex Perez Duenas, and the Tenant attended the hearing.

The following witness testified at the hearing:
Lesley Hamilton (LH), Superintendent, on behalf of the Landlord

Determinations:

1. In this request, the Tenant alleged that she never received the Notice of Hearing as she has "no mailbox access because the Landlord changed the building locks and did not provide a mailbox key." She alleges she "sent texts requesting access to the mailbox but received no response."
2. At the review hearing, the Tenant testified that she was never provided with a mailbox key by the Landlord and has no access to the mailbox since moving into the unit. She testified that she found out about the order through text messages with the Landlord's Agent.

3. Under cross-examination, the Tenant confirmed text messages between the Superintendent and herself on June 15, 2025 which she had uploaded to the portal where was provided into evidence by the Landlord (DOC-6994236pg6) wherein she requested access to her mailbox as Canada Post put a key in her mailbox which she needed to access another mailbox to retrieve an amazon package. Under cross-examination when asked if that was the end of the text messages regarding this issue, the Tenant replied “no” and testified that the Superintendent did provide access to the mailbox at that time.
4. Lesley Hamilton, LH, the building Superintendent, who was secluded during the Tenant’s testimony, testified that upon the Tenant moving into the unit and signing the lease she was provided with a mailbox key, a front door key and a key to her unit. LH recalled the Tenant contacting her as she could not get into her mailbox and LH testified that she advised the Tenant to come down and LH testified that although she had given the Tenant a mailbox key at move-in, she gave the Tenant a second key to the mailbox at that time. LH confirmed that the Tenant has not requested another mailbox key since that time.
5. Under cross-examination, LH confirmed that the Tenant’s move-in date was May 10, 2025 and that they met on May 9, 2025 to do the paperwork and she was given the keys. LH confirmed that there is a mailbox door that needed repair and is currently covered up, but this is not the Tenant’s mailbox.
6. Based on the evidence before me, I was satisfied that the Tenant’s evidence was simply not credible in the face of the LH’s testimony. LH testified that she provided the Tenant a mailbox key at move-in and responded to the Tenant’s request by text message in June 2025 for access to the mailbox by providing the Tenant with another key to the mailbox. The Tenant uploaded a portion of the text messages with LH and herself but failed to provide the entirety of that conversation. Given this, I find it more likely than not that the remainder of the text conversation was not provided because it would not support the Tenant’s assertions.
7. In her written request for review, the Tenant submitted that she did not have access to her mailbox because the Landlord changed the building locks and the Landlord failed to respond to her text messages for access to her mailbox. Neither of these submissions were supported by the evidence. And in fact, at the hearing it was confirmed that LH did respond to the Tenant’s text messages for access to her mailbox in June and she confirmed that she received access at that time.
8. In any event, in this request, the Tenant solely relies on an assertion that she did not have access to her mailbox and hence did not receive the Notice of Hearing. Besides the Tenant’s evidence being found not credible, I was also satisfied that if the Tenant subsequently lost or misplaced the mailbox key after June 2025, or just needed access to her mailbox again, she took no steps to request this from the Landlord despite being aware that she was in rent arrears.
9. Guideline 8 of the *Landlord and Tenant Board’s Interpretation Guidelines* (the ‘Guidelines’) provides that the LTB will only exercise its discretion to grant a review when it is satisfied that order contains a serious error, a serious error occurred in the proceedings or the requestor was not reasonably able to participate in the proceeding. Guideline 8 also provides that the LTB will refuse requests where the requestor’s absence was the result of negligence.

10. In Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 (CanLII), the Divisional Court stated that "[I]f 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."

11. Based on the above, the Tenant's request for review is denied.

Lifting of the Stay

12. The Landlord's Legal Representative requested that the stay be lifted immediately as any enforcement will take an additional four weeks and she has already received additional time to find a new place.

13. The Tenant did not provide any submissions with respect to lifting the stay and she does not have a significant date or time.

14. Therefore, I find that the stay will be lifted immediately.

It is ordered that:

1. The request to review order LTB-L-074512-25 issued on December 1, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-074512-25 is lifted immediately.

January 5, 2026

Date Issued

Lisa Del Vecchio

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.