



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

File Number: LTB-L-049411-25-RV

In the matter of: 407, 110 GRAND AVE
LONDON ON N6C1L8

Between: TerraCorp. Management Inc. Landlord

And

Catherine Allen Tenant

Review Order

TerraCorp. Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Catherine Allen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved in favour of the Landlord by order LTB-L-049411-25 issued on October 6, 2025.

On October 9, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleges that they were not reasonably able to participate in the hearing that took place on August 28, 2025 because of issues with technology.

On October 10, 2025 interim order LTB-L-049411-25-RV-IN was issued, staying the order issued on October 6, 2025.

This review was heard by videoconference on November 4, 2025.

The Landlord's agent, Angelica Wilkinson, and the Tenant attended the hearing. The Tenant declined the opportunity to speak with Tenant Duty Counsel on the hearing date. The parties attempted mediation on the hearing date but were unsuccessful.

Determinations:

Review Request

1. The Tenant alleges that they were not reasonably able to participate in the hearing on August 28, 2025 because on the morning of the hearing, they signed into the hearing, send a message to the LTB during the hearing and then was kicked out of the hearing and not able to sign back in.
2. At the hearing, the Tenant testified that they had issues with their phone and that this was likely the reason that they were disconnected. The Tenant submits that they have gone

through 10 different phones with similar issues of being hacked for unknown reasons. The Tenant further submits that they have no wifi and that her phone lines have been compromised. The Tenant further submits that she experiences vibrations in her couch and she doesn't understand what is happening with that either.

3. She then stated that she had signed into the hearing, was waiting to be let into the hearing and then her phone died. She does not dispute receiving the hearing notice of the other forms submitted by the Landlord.
4. There is no record of the Tenant signing into the hearing on the hearing date of August 28, 2025 and no message in the file which would indicate that tech support was contacted on the hearing date. However, I accept that her phone may have died after she attempted to sign into the hearing. What this tells me is that the Tenant had every intention of participating in the hearing, but for her technical issues on the hearing date.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (*'King-Winton'*), the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less". In this case, there was evidence to suggest that the tenant missed her hearing because of her honest but mistaken belief in an incorrect hearing date.
6. In *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Ont. Div. Ct.) the tenant had dialled into the telephone hearing five minutes late and was not able to join the hearing. The Court held the tenant was not reasonably able to participate.
7. Similarly, in *Decosse v. Isles of Innisfree Non Profit Homes*, [2012] O.J. No. 964 (Ont. Div. Ct.) the tenant attended multiple hearing dates but on the final day arrived 20 minutes late and was not able to join the hearing. Again, the Court found they were not reasonably able to participate. In all of these cases there was some evidence that the tenant had made attempts to participate, which is the same as the case before me.
8. On this basis, I granted the Tenant's request to review the order on the basis that I find they were not reasonably able to participate in the hearing. I then proceeded to hear the Landlord's L1 application de novo.

L1 Application De Novo

9. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$927.63. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$30.50. This amount is calculated as follows: \$927.63 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to November 30, 2025 are \$8,554.36.

15. The Landlord collected a rent deposit of \$840.85 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$17.74 is owing to the Tenant for the period from January 1, 2025 to November 4, 2025.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Tenant indicated at the hearing that they would prefer to have their T2 application under LTB-T-056324-25 heard with the Landlord's application, however, they had not previously made the request to the Board and had not otherwise disclosed a copy of their application to the Landlord prior to the hearing.
19. In accordance with Rule 19 of the Board's Rules of Procedure, if a tenant intends on raising their issues against the landlord at a hearing about non-payment of rent, then a tenant must provide the landlord with advance notice at least seven days prior to the hearing. The Tenant did not provide a reasonable explanation on why the Landlord was not served any other their material. They submit that they only tried emailing the Board and the email was still in her outbox as of the hearing. She did not attempt to notify the Landlord or serve them the material at all. On this basis, it would be unfair to consider the Tenant's application without prior notice to the Landlord. A trial by ambush is not procedurally fair. Accordingly, the Tenant's request to combine the files at the hearing was denied and their T2 application will be scheduled in due course.
20. The Tenant does not dispute ending the tenancy and the Tenant submitted that they would vacate the rental unit on November 30, 2025 even though they had no place to go because they were experiencing hardship with their disability living in the rental unit. The Tenant submits that her clothing and furnishings and cheques are going missing from her unit. She further submits that the vibration in her couch is exacerbating her anxiety and she no longer intends on living in the unit. When asked if the Tenant required additional time, she insisted she did not and further states she has no intentions to pay the Landlord any further rent and that she will use the money she gets to save up for first and last month's rent for her new address to be determined.
21. The Landlord was opposed to granting any further time on the basis that they are not receiving any payments from the Tenant and because the Tenant admittedly has no intentions of paying any rent.
22. On this basis, I find that granting any further additional relief would be prejudicial to the Landlord.

It is ordered that:

1. The request to review order LTB-L-049411-25 issued on October 6, 2025 is granted. The order is cancelled and replaced with the following order.

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,409.62 if the payment is made on or before January 16, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 16, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,890.14. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$30.50 per day for the use of the unit starting November 5, 2025 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before January 16, 2026, then starting January 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 17, 2026.

January 5, 2026
Date Issued

Terri van Huisstede
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 17, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 16, 2026

Rent Owing To January 31, 2026	\$10,409.62
Total the Tenant must pay to continue the tenancy	\$10,409.62

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$7,748.73
Less the amount of the last month's rent deposit	- \$840.85
Less the amount of the interest on the last month's rent deposit	- \$17.74
Total amount owing to the Landlord	\$6,890.14
Plus daily compensation owing for each day of occupation starting November 5, 2025	\$30.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	