



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dougdeen v Stuart, 2026 ONLTB 3914

Date: 2026-01-15

File Number: LTB-L-089898-24

In the matter of: 2042 RICHMOND ST
LONDON ON N5X3V6

Between: Wendy Dougdeen
Estate of Margaret Dougdeen

Landlords

And

Scott Stuart
Christina Stuart

Tenant

Wendy Dougdeen and the Estate of Margaret Dougdeen (the 'Landlords') applied for an order to terminate the tenancy and evict Scott Stuart and Christina Stuart (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative Wendy Cavacas and the Tenant's Legal Representative Nathalie de Rechter attended the hearing.

Adjournment Request

1. At the outset of the hearing the Tenant's Legal Representative requested an adjournment. They stated that the Tenants were not available due to a recent death in the family and that they had to attend to the estate and funeral planning.
2. The Tenant's also stated that they had emailed the Board to request an adjournment. This request was uploaded to the Portal found at DOC-7106325. This was an email request to the Board sent on December 26, 2025 at 9: 46 AM.
3. The Landlord's Legal Representative advised that they had notified the Tenants that they would not consent to the adjournment request, in part because there were no documents or other proof that in support of the request.

4. The Tenant's Legal Representative was given time to contact their clients to have them attend the hearing. They did not attend. Therefore, for the following reasons the request for an adjournment was denied.
5. The Board has a mandate pursuant to section 183 of the Act to adopt the most expeditious method of determining the issues in a hearing.

The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

6. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings sets out the general approach of the Board.

Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.

If the Board does not grant the request, the hearing will proceed on the originally scheduled date and the parties or their representatives must attend.

In such circumstances a party may submit a request to reschedule the hearing as soon as reasonably possible. The party should explain why they failed to obtain the consent of the other parties or why the request was made less than 5 business days before the hearing. **The party should include with their request any documents which may tend to support the explanation provided in the request. (emphasis added)**

7. Where a party is unable to attend, the courts have affirmed that they must comply with the Board's process to reschedule or to adjourn the hearing: *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 (Div. Ct.) (CanLII); *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.) (CanLII).
8. In the present case, the Tenant's Legal Representative inexplicably failed to follow the Board's processes to seek an Adjournment. They did not use the Board form for the purpose and did not upload the request to the Portal. The email request submitted to the LTB did not include the Landlord's Legal representative.

The party seeking the hearing's rescheduling should submit a written request to the Board at least five business days before the scheduled hearing, **preferably in the form provided by the Board.**

A copy of the request **should also be sent** to the other party(ies), or, their representatives.

(Emphasis added)

9. The Board's Practice Direction Requiring Law Society Licensees to use Tribunals Ontario Portal (TOP) provides that a request to reschedule must be submitted via TOP.

Effective January 1, 2025, all persons licensed by the Law Society of Ontario (Lawyers, Paralegals) must use the Tribunals Ontario Portal (TOP), the LTB's case management system, to submit the following items to the LTB for all proceedings where they are representing a party or where the licensee is a party to the proceeding.

Effective January 1, 2025, subject to the listed exceptions, the LTB will not accept or process any of the above items submitted by mail, fax, courier, email or through Service Ontario submitted by a person who is licensed by the Law Society of Ontario for a proceeding where they are representing a party or where the licensee is a party to the proceeding.

10. The Board did advise the Tenant's Legal Representative to submit a request using the *Request to Reschedule* form on December 31, 2025. (See DOC-7106325). This was not done prior to the hearing.
11. In the present case, there had been two prior adjournments, on February 10, 2025, and again on October 27, 2025.
12. In the present case, this hearing had been scheduled on an urgent basis, in part because the arrears exceeded the Board's financial jurisdiction.
13. It would be prejudicial to the Landlord to grant any further adjournments given the quantum of arrears and that the Landlord would be required to forgo any arrears above the Board's financial jurisdiction.
14. The Tenant's inexplicably failed to provide any documents to reasonably explain their absence. Even if out of town, since the proceedings are via videoconference, nothing precludes them from joining the videoconference from any geographic location.
15. Finally, I noted that there would be no prejudice to the Tenants' because they could still submit their own applications regarding maintenance issues that they intended to raise in this proceeding.
16. After the decision to deny the adjournment had been rendered, the Tenant's Legal representative withdrew from the videoconference hearing, citing a lack of instructions to proceed.

Financial Jurisdiction

17. The Act's monetary jurisdiction pursuant to subsection 207(1) of the Act permits the Board to order the Tenant to pay the Landlord up to \$50,000.00 plus costs, if the tenancy is terminated and the Tenant vacates the rental unit. The Divisional Court's reasons in *Horstein et al v. Royal Bank of Canada*, 2010 ONSC 3134 (Div. Ct.) (CanLII), however permit the Board to determine that the Tenants must pay the full amount of rental arrears

owed, if the Tenants wishes to void the order and remain in the rental unit under section 74 of the Act.

18. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Section 207(1) of the Act states that the Board's monetary jurisdiction is the same as the Small Claims Court's jurisdiction, which is currently \$50,000.00. Proceeding with this application at the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the LTB or a court. The Landlord was made aware of the Board's monetary jurisdiction and chose to proceed with this application.

Determinations:

Estate of Margaret Dougdeen

19. The application was amended to add the estate of Margaret Dougdeen as a Landlord. The rental property had been transferred to Wendy Dougdeen on September 19, 2024, the estate trustee of Margaret Dougdeen.
20. Section 2 of the Act defines a Landlord as including the heirs, assigns and successors in title.

"landlord" includes,
 - (a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,
 - (b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a),
21. 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.
22. The N4 Notice listed Wendy Dougdeen as the Landlord. In my view given the definition of Landlord above, it was not necessary to also list the estate of Margaret Dougdeen as a Landlord in the N4 Notice.
23. Section 202 of the Act permits the LTB to ascertain the real substance of all transactions and activities and the good faith of the participants.

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,
 - (a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

24. Section 212 of the Act states that substantial compliance is sufficient as long as there is not significant prejudice to a party's ability to participate in a proceeding.

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

25. I was satisfied that there was no prejudice to the Tenants. They were aware that Margaret Dougdeen had passed away, and that Wendy Dougdeen was the estate trustee for the property.

Arrears

26. 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.

27. As of the hearing date, the Tenant was still in possession of the rental unit.

28. The lawful rent is \$3,050.00. It is due on the 15th day of each month.

29. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.

30. The Tenant has paid \$42,700.00 to the Landlord since the application was filed.

31. The rent arrears owing to January 14, 2026 are \$54,900.00.

32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

33. The Landlord collected a rent deposit of \$3,050.00 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.

34. Interest on the rent deposit, in the amount of \$315.01 is owing to the Tenant for the period from April 1, 2021 to January 8, 2026.

35. The Tenant is being ordered to pay \$50,000.00 for rent arrears and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

36. 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.
37. I note that this application had been scheduled to be heard with the parties' companion application LTB-L-080569-23 on October 27, 2025. The Tenants had participated in that proceeding. The Board has issued a final order LTB-L-080569-23 on November 27, 2025. In that proceeding, the parties advised that the other property was not their primary residence, that it was occupied by family and friends.
38. The Tenant's were not present nor represented to make submissions regarding relief from eviction. Therefore, I am declining to exercise my discretion to postpone eviction. Had the Tenant's Legal Representative remained in the hearing, they could have made submissions for relief, however since they chose to depart, there are no submissions for the Board to consider.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$58,136.00 if the payment is made on or before January 26, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 26, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 26, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 26, 2026, then starting January 27, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 27, 2026.

January 15, 2026

Date Issued

Robert Patchett

Vice Chair, 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 27, 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 26, 2026

Rent Owing To February 14, 2026	\$100,650.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$42,700.00
Total the Tenant must pay to continue the tenancy	\$58,136.00

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

Rent Owing To Hearing Date	\$97,056.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$42,700.00
Less the amount of the last month's rent deposit	- \$3,050.00
Less the amount of the interest on the last month's rent deposit	- \$315.01
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00