



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

Citation: Anastasakis v Shearer, 2026 ONLTB 3762

Date: 2026-01-15

File Number: LTB-L-080628-25-RV

In the matter of: 1, 70 BARNESDALE AVE S
HAMILTON ON L8M2V4

Between: Emmanuel Anastasakis Landlord

And

Shando Shearer Tenants
Robyn Shearer

Review Order

Emmanuel Anastasakis (the 'Landlord') applied for an order to terminate the tenancy and evict Shando Shearer and Robyn Shearer (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-080628-25 issued on December 11, 2025. Only the Landlord attended the original hearing on December 4, 2025.

On December 12, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 15, 2025, interim order LTB-L-080628-25-RV-IN was issued, staying the order issued on December 11, 2025.

This review was heard by videoconference on January 7, 2026.

The Landlord and one of the Tenants, Robyn Shearer ('RS'), attended the hearing.

Determinations:

Preliminary Issue

1. At the outset, RS stated that the Tenant, Shando Shearer ('SS') vacated the rental unit on June 25, 2025. The Landlord confirmed that he had received an email advising that he was moving out of the rental unit but that there was no agreement to remove SS from the lease.

2. RS stated that when mail arrives for SS, she places it in a box from which SS retrieves his mail. RS confirmed that there was no mail in the box that had not been retrieved by SS. As such, I was satisfied that SS had received the Notice of Hearing for this review.

The Review

3. For the following reasons, the Tenants' request to review order LTB-L-080628-25 issued on December 11, 2025 is denied.
4. RS testified that she only received the Notice of Hearing the morning of the December 4, 2025 hearing. She said this was because she had been admitted to hospital on November 16, 2025. She said she was discharged on November 30, 2025 but was essentially bedridden while she was recovering. She stated that the morning of the December 4, 2025 hearing, she asked her 19-year-old son to check the mail. When he gave her the mail, she discovered the Notice of Hearing. She stated that she immediately called into the Board, only to find out that she had missed the hearing.
5. Prior to being admitted to hospital, RS stated that she checked her mailbox daily and that. She admitted that she checked her mailbox on November 30, 2025 when she was discharged but said that there was no mail. She stated that the residential complex is comprised of four rental units and that she has had no issues with her mail or her mailbox.
6. Based on the evidence before me, I am not satisfied that the Tenants were not reasonably able to participate in the proceeding. I say this because the doctor's note dated December 4, 2025 which was attached to the Tenants' request to review indicates that RS was admitted to hospital on November 20, 2025, not November 16, 2025. While the note states that RS would be off work until January 23, 2026, there is nothing in the note stating that RS was bedridden and therefore could not check her mail.
7. RS confirmed that there were no issues with her mail delivery or her mailbox. She said that prior to her admittance to hospital, she checked her mailbox daily. She also confirmed that she checked her mailbox on November 30, 2025. The Board's file confirms that two envelopes containing the Notice of Hearing and application were mailed to the rental unit (i.e. one for each Tenant) on October 31, 2025. There is no record of either envelope being returned to the Board. I find it more likely than not that the Tenants received the Notice of Hearing prior to the hearing.
8. Lastly, other than stating that SS no longer lived in the rental unit, there was no explanation as to why SS did not attend the hearing. I was satisfied that he had received the Notice of Hearing and the Landlord's representative stated that SS had emailed the Landlord enquiring as to the amount of the arrears.
9. As such, the Tenants' request to review order LTB-L-080628-25 issued on December 11, 2025 is denied.

Lifting the Stay

10. RS stated that due to several health issues last year, she did not qualify for employment insurance and currently has no income. She requested more time to find a new place to live, stating that she had been looking at shelters.

11. The Landlord stated that the Tenant had not paid rent since September 2025, despite her doctor's note stating that she worked up to November 16, 2025. He said that the rent arrears now exceed \$10,000.00 and that the stay should be lifted immediately.
12. I find it reasonable in the circumstances to delay lifting the stay until January 31, 2026. This provides the Tenant with a little extra time to find a new place to live while minimizing prejudice to the Landlord.

It is ordered that:

1. The request to review order LTB-L-080628-25 issued on December 11, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 15, 2025 is cancelled. The stay of order LTB-L-080628-25 is lifted on January 31, 2026.

January 15, 2026
Date Issued

Karen Gonçalves
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.