



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

Citation: Ottawa Community Housing v Trottier, 2026 ONLTB 4835

Date: 2026-01-19

File Number: LTB-L-027811-25-RV

In the matter of: 22 SOMERO PVT
OTTAWA ON K1T2E8

Between: Ottawa Community Housing Landlord

And

Anne Marie Trottier Tenant

Review Order

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Anne Marie Trottier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-027811-25 issued on July 28, 2025.

On December 17, 2025, the Tenant requested a review of the order.

On December 18, 2025, interim order LTB-L-027811-25-RV-IN was issued, staying the order issued on July 28, 2025 and prohibiting the Landlord from re-renting the unit if the order had already been enforced.

The review was heard by videoconference on January 12, 2026.

The Landlord's representative Laila Ali and the Tenant attended the hearing.

Reasons:

Procedural history

1. This was a subsidized tenancy. At some point in 2024, the Tenant's subsidy was revoked and her rent increased. The Tenant did not pay the increase.
2. In January, 2025, the Landlord gave the Tenant an N4 notice to end the tenancy because of rent arrears. On April 3, 2025, it filed the present application to terminate the tenancy based on the N4.
3. The application was heard on July 10, 2025. The Tenant did not attend the hearing. On July 28, 2025, an order was issued terminating the tenancy effective August 31, 2025.

4. On December 10, 2025, the Court Enforcement Office (Sheriff) enforced the order and evicted the Tenant.
5. On December 17, 2025, the Tenant filed a request to review the order on the basis that she was not reasonably able to participate in the July 10 hearing.
6. The review was heard before me on January 12, 2026.

Was the Tenant reasonably able to participate in the hearing?

7. For the following reasons, the Tenant has not proved, on a balance of probabilities, that she was not reasonably able to participate in the July 10, 2025 hearing.
8. In her review request, the Tenant alleged that she did not receive Notice of the hearing because she lost access to her mailbox around May, 2025. She said that she lost her key and could not afford a replacement key. She told the Landlord that she could not receive mail.
9. At the review hearing, the Tenant confirmed in her testimony that she had lost her mailbox key in May. However, she conceded that this was the key to a "community" mailbox. She has a second mailbox at the entrance to her unit, which she is able to access. She testified that she did not receive a notice of hearing in that mailbox.
10. The Landlord's representative, Ms. Ali, testified that the Landlord's staff went to great lengths to notify the Tenant of the hearing. They hand-delivered a copy of the notice to the Tenant's second mailbox. They knocked on her door several times, emailed her several times, and phoned her several times. The Tenant frequently changes her phone number and email addresses, so the Landlord attempted to contact her using multiple phone numbers and email addresses. Ms. Ali was personally involved in some of those attempts, and was aware of others as she was part of one of the teams tasked with contacting the Tenant.
11. The Tenant confirmed that she could receive emails at one of the addresses the Landlord used. However, she denied receiving any phone calls, emails, mail, or door knocks about the hearing.
12. On a balance of probabilities, I do not find the Tenant's testimony to be credible. I have no reason to doubt Ms. Ali's testimony regarding the steps her team took to notify the Tenant of the hearing. It is not plausible that every one of those attempts would have somehow failed to reach the Tenant.
13. The Tenant has not proved, on a balance of probabilities, that she was not reasonably able to participate in the hearing.

Has there been an abuse of process?

14. In the alternative, if I had found that the Tenant was not reasonably able to participate in the hearing, I would still not have reinstated the tenancy.

15. In general, to avoid eviction a tenant must file a request to review an eviction order before the order is enforced. When the review is sent to a hearing, the Landlord and Tenant Board (LTB) issues a stay preventing enforcement of the order. The tenancy continues until the review has been decided.
16. In this case, the Tenant did not file her review request until after the order had been enforced. The LTB has the jurisdiction to reinstate a tenancy after an eviction order has been enforced, but only to prevent an abuse of process (*Metropolitan Toronto Housing Authority and Ahmed* [2001] O.J. No. 1477 (Ont. Div. Ct.)).
17. There has not been an abuse of process in this case. Even if I accept that the Tenant did not know about the hearing, she subsequently found out about the eviction order. On December 9, 2025, the day before the eviction was scheduled, she contacted the Landlord's office about the order and asked to pay the amount owing by e-transfer. The Landlord's staff told her that an e-transfer would not be processed before the December 10 eviction, and advised her to pay in person. She came to the office that day and attempted to pay by credit card. The Landlord does not accept credit card payments, but its staff told her that they would accept a money order the following morning.
18. The Tenant testified that the Landlord's staff told her that their office would be closed on December 10, and no staff would be present, but that she could leave a money order in the office mailbox. They agreed not to enforce the order if the Tenant made the payment. The Tenant agreed to do so. However, when she attended that morning with a money order, and no staff were present, she decided that she did not feel safe leaving the money order. Consequently, she did not make the payment, and the order was enforced that day.
19. The Tenant's decision was not reasonable. According to her testimony, she was told on December 9 that no staff would be in the office on December 10. She agreed to leave a money order in the mailbox. Yet, on December 10, she decided not to leave the money order because no staff were in the office.
20. In short, the Tenant knew about the eviction order before it was enforced. She had the opportunity to file her review request and stay the eviction, but did not do so. Instead, she made an agreement with the Landlord to prevent the eviction by paying the amount owing. She failed to comply with that agreement, and the order was enforced.
21. There was no abuse of process. The eviction order was properly enforced because the Tenant did not file her review request in time, despite having had the opportunity to do so.

Conclusion

22. The Tenant has not proved that she was not reasonably able to participate in the hearing. Further, even if she had been unable to reasonably participate, she had the opportunity to file this review in order to prevent the eviction. The Landlord also gave her the opportunity to prevent eviction by paying the amount owing. She did not avail herself of either opportunity, and the eviction was carried out.
23. Since the Tenant has already been evicted, absent an abuse of process I would have no authority to reinstate her tenancy. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-027811-25, issued on July 28, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 18, 2025 is cancelled. The stay of order LTB-L-027811-25 is lifted immediately.

January 19, 2026

Date Issued

Dale Whitmore

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.