



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

File Number: LTB-L-096390-24-RV

In the matter of: 261 WINNIPEG ST
LONDON ON N5W4T8

Between: John Brotzel Landlord

And

Alexis Wild aka Vandebor Tenant

Review Order

John Brotzel (the 'Landlord') applied for an order to terminate the tenancy and evict Alexis Wild aka Vandebor (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was resolved by order LTB-L-096390-24 issued on December 10, 2025.

On January 21, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Landlord claims there is a serious error in the order (the "Order") or that a serious error occurred in the proceedings and that the Landlord was not reasonably able to participate in the proceeding.
2. The Landlord's review request (RTR) states the Landlord was not reasonably able to participate in the proceeding as the Landlord's legal representative experienced connectivity issues and was unable to connect to the hearing. The right to representation is not absolute and the hearing recording confirms both (i) that at the commencement of the proceeding, the Landlord made no request to adjourn the proceeding so that the Landlord's legal representation could attend; and, (ii) that the Landlord was an active participant throughout, responding to questions asked and providing evidence with respect to the relevant issues. In the circumstances, I do not find that the Landlord was not reasonably able to participate in the proceeding.
3. The RTR also states that a serious error occurred on the basis the member based their decision on confidential resolution discussions. In paragraph 12 of the Order, the member notes, in part, as follows:

...The Landlord's representative also engaged in negotiations on April 7, 2025, less than 6 months after the second N12 Notice was given, that if the Tenant agreed to pay more rent, than she could stay in the unit...this conduct implies the Landlord is satisfied with the Tenant remaining and doesn't sincerely need the tenant to move out.

4. The hearing recording shows the Tenant introduced such communications as evidence at the hearing. The Landlord, however, made no objection to its introduction or consideration.
5. More significantly and in the alternative, I am not satisfied that excluding such communications would have potentially changed the result of the order. In this regard, the Landlord specifically admitted that an increase in rent would have likely resulted in a continuation of the tenancy. Paragraph 12 of the Order, in particular, specifically considers the Landlord's testimony that in the event the Tenant paid more in rent then the Landlord would have more funds for "*his son to go somewhere*" and the Tenant could stay. As I am not satisfied that the exclusion of such discussions would have changed the result of the Order, I find no serious error in the order or proceedings. The Landlord's RTR must therefore be denied.

It is ordered that:

1. The request to review order LTB-L-096390-24 issued on December 10, 2025 is denied. The order is confirmed and remains unchanged.

January 23, 2026
Date Issued

Peter Nicholson
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.