



Order under Section 69 Residential Tenancies Act, 2006

Citation: First Rock Properties Ltd v Davignon, 2026 ONLTB 8879

Date: 2026-02-02

File Number: LTB-L-080031-25-RV

In the matter of: 201, 515 QUEEN VICTORIA DR
HAMILTON ON L8W1M9

Between: First Rock Properties Ltd Landlord

And

Candice Davignon Tenants
Sarah McConville

REVIEW ORDER

First Rock Properties Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Candice Davignon and Sarah McConville (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-080031-25 issued on December 22, 2025.

On December 23, 2025, the Landlord requested a review of the order.

On December 29, 2025 interim order LTB-L-080031-25-RV-IN was issued.

This request for review was heard by videoconference on January 22, 2026.

Only the Landlord's Agent, Emily Veeneman, attended the hearing. I was satisfied that the Tenants had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:30 p.m.

Determinations:

1. On the basis of the submissions made in the request, I am satisfied that the Landlord was not reasonably able to participate in the proceeding.
2. In the Landlord's request for review, the Landlord's agent asserts that they were not able to attend the hearing due to illness. The Landlord's agent submitted that a considerable time

prior to the hearing, she became quite ill and was unable to secure another person from the Landlord's staff to attend the hearing.

3. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
5. Based on the review request and the evidence of the Landlord's agent, I find that the Landlord was not reasonably able to participate in the hearing held on December 9, 2025 as they were unable to attend the proceeding due to illness. I note, the Tenants did not attend the hearing on December 9, 2025.
6. The Landlord's request for review is granted and as a result, the order issued on December 22, 2025 is cancelled and the Landlord's application reheard.

L1 Application

7. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent ('N4 Notice'). The Tenants 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.
8. As of the hearing date, the Tenants were still in possession of the rental unit.
9. The lawful rent is \$2,416.43. It is due on the 1st day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$79.44. This amount is calculated as follows: \$2,416.43 x 12, divided by 365 days.
11. The Tenants have paid \$2,416.43 to the Landlord since the application was filed.
12. The rent arrears owing to January 31, 2026 are \$9,665.72.
13. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$30.00 for bank fees the Landlord incurred as a result of 3 payment given by or on behalf of the Tenants which were returned NSF.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$2,300.00 from the Tenants 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 \$60.41 is owing to the Tenants for the period from January 1, 2025 to January 22, 2026.
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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord's agent submitted that the Landlord is unaware of any circumstances of the Tenants that would cause the termination of the tenancy to be delayed or denied. Since the Tenants did not attend the hearing to give evidence of their circumstances, I am unable to determine if any relief from eviction should be considered.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,358.15 if the payment is made on or before February 13, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 13, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 13, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$6,912.56. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$79.44 per day for the use of the unit starting January 23, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 14, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 13, 2026, then starting February 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 February 14, 2026.

February 2, 2026
Date Issued

Susan Priest
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 August 14, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 13, 2026

Rent Owing to February 28, 2026	\$14,498.58
Application Filing Fee	\$186.00
NSF Charges	\$90.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,416.43
Total the Tenants must pay to continue the tenancy	\$12,358.15

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

Rent Owing to Hearing Date	\$11,413.40
Application Filing Fee	\$186.00
NSF Charges	\$90.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,416.43
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$60.41
Total amount owing to the Landlord	\$6,912.56
Plus daily compensation owing for each day of occupation starting January 23, 2026	\$79.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	