



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

Citation: SANVIDO v GEORGE, 2026 ONLTB 10143

Date: 2026-01-29

File Number: LTB-L-086477-25-RV

In the matter of: UPPER, 242.5 DALHOUSIE ST
BRANTFORD ON N3S3T9

Between: JOHN SANVIDO Landlord

And

TAYLAR GEORGE Tenant

Review Order

JOHN SANVIDO (the 'Landlord') applied for an order to terminate the tenancy and evict TAYLAR GEORGE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-086477-25 issued on January 15, 2026.

On January 27, 2026, the requested a review of the order.

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

Determinations:

1. The Tenant did not attend the hearing that occurred on January 7, 2026. The Tenant states the following in the review request:

“Unfortunately I had received my notice to appear in court, and I did not at the time realize the date listed was the 7th I was under the impression that it was the 27th, it was not my intent to miss the date I was suppose to appear. I am reaching out to see if there is is protentional way I could have more time and potentially be able to set up another date to appear as I have recently come across a new job position and will be able to make payments on the over due rent. I would appreciate the opportunity to come to an agreement to work out a solution. thankyou for you're time and consideration.”

2. On the basis of the submissions made in the request, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.
3. The submissions in the request establish that the Tenant received the notice of hearing and was aware that there was an upcoming hearing. The Tenant states that they were

under the impression that the hearing was on the 27th not the 7th but provides no reason for why they thought that. In these circumstances I find that the review request should be denied for four reasons, first the request provides insufficient information, second the Tenant has not provided a reasonable explanation for the Tenant's failure to attend the hearing, third the Tenant's absence from the hearing was result of negligence, fourth I'm not satisfied that the Tenant genuinely intended to participate in the proceeding.

4. The Tenant has not provided any explanation for why they thought the hearing date was on a different date. The Tenant has not identified any confusing communications that were sent to them and there is nothing in the Board's file that supports that confusing information was provided. The notice of hearing contains the correct date. Rule 26.8(e) of the Board's Rules of Procedure establishes that a request to review must provide sufficient information to support a preliminary finding that the requestor was not reasonably able to participate. The Tenant has not done so in this case.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (Div. Ct.), *Wright v. Lallion*, 2024 ONSC 4132 (Div. Ct.) and *Ali v. Capreit*, 2025 ONSC 103 (Div. Ct.), the Divisional Court found that the tenant in each case had an explanation for mistakenly believing in an incorrect hearing date, or mistakenly believing they were not required to attend the scheduled hearing. Unlike those cases, the Tenant here offers no explanation for their alleged mistaken belief about the hearing date.
6. In *King-Winton v Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the Divisional Court found that the Board should have granted a review on the basis that the tenant got the hearing dates mixed up. However, in that case there was a reasonable explanation for why the Tenant might have mixed up the dates. The Board's own documentation had an incorrect notation about the hearing date that appeared to be scratched out and changed. Whereas in this case the Notice of Hearing contains the correct date.
7. The Board's interpretation guideline on reviews states that the Board will generally refuse requests where the requestor's absence was the result of negligence, or it finds no reasonable explanation for the failure to attend. The Divisional Court in *Q Res IV Operating GP Inc. v Berezovs'ka*, 2017 ONSC 5541 states at paragraph 8 notes that "if parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders".
8. I find that the Tenant's bald assertion about misunderstanding the hearing date is not a reasonable explanation for the Tenant's failure to attend the hearing. Additionally, as the notice of hearing had the correct date, and absent any other information or supporting documentation regarding why the Tenant was confused about the date, the Tenant's absence from the hearing was more likely than not the result of negligence. I also find that due to the complete lack of explanation for why the Tenant allegedly mixed up the hearing date the Tenant has not demonstrated that they genuinely intended to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-086477-25 issued on January 15, 2026 is denied. The order is confirmed and remains unchanged.

January 29, 2026
Date Issued

Amanda Kovats
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.