



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

Citation: Carpentier v Lafleur, 2026 ONLTB 10470

Date: 2026-01-30

File Number: LTB-L-089239-25-RV

In the matter of: 1048 HOWEY DR
SUDBURY ON P3B1H4

Between: Robert Carpentier Landlord

And

Pierre Lafleur Tenant

Review Order

Robert Carpentier (the 'Landlord') applied for an order to terminate the tenancy and evict Pierre Lafleur (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-089239-25 issued on December 19, 2025. Only the Landlord and the Landlord's representative attended the original hearing on December 15, 2025.

On December 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 24, 2025, interim order LTB-L-089239-25-RV-IN was issued, staying the order issued on December 19, 2025.

This review was heard by videoconference on January 28, 2026.

The Landlord, the Landlord's representative, the Tenant and the Tenant's representative (friend), David Sylvester) attended the hearing.

Determinations:

Preliminary issue

Adjournment request

1. At the outset, the Tenant requested that the review hearing be adjourned to allow him more time to secure legal representation and file evidence.

2. The Landlord's representative opposed the adjournment request. He stated that this review hearing had previously been adjourned on January 15, 2026 and was peremptory on the Tenant, meaning that no further adjournment request would be granted to the Tenant.
3. A review of the adjournment sheet dated January 15, 2026 discloses the following:
 - The Tenant advised the adjudicator that he believed he would be able to represent himself on January 28, 2026
 - The Tenant was advised to arrange for assistance or representation if he was unable to represent himself
4. Based on the evidence before me, I exercised my discretion to deny the adjournment request. I was satisfied that the Tenant knew that the hearing today was peremptory on him. His representative (friend), David Sylvester, was in attendance at the hearing and ready to proceed. There was no evidence before me as to why the Tenant could not have obtained assistance with serving or filing evidence prior to today's hearing.

The Review

5. For the following reasons, the Tenant's request to review order LTB-L-089239-25 issued on December 19, 2025 is denied.

Not reasonably able to participate

6. The Tenant stated that he did not attend the December 15, 2025 because he had sustained a concussion on November 27, 2025 and was on cognitive rest.
7. In support of his testimony, the Tenant produced the following medical evidence which was attached to his request for review [Doc 7039287]:

December 7, 2025: Letter from Northwood Medical stating that the Tenant was seen by Dr. Zare. The letter identifies the reason for the Tenant's visit was "*concussion and medication side effect*".

December 20, 2025: Doctor's note from Northwood Medical which reads "*As of December 20, 2025, unable to participate in legal proceedings or manage a move. He requires cognitive rest.*"

8. The Landlord's representative disputed that the Tenant had a concussion or was on cognitive rest. He produced two videos from LTB-L-042077-25 [Doc 7043883]. The first video was taken on November 29, 2025 and shows the Tenant reversing his car into a parking space, walking outside without sunglasses, placing items in the back seat of his car, driving and merging into traffic.
9. The second video was taken on December 2, 2025 and shows the Tenant reversing his car into a parking space in snowy conditions and walking from the car.

10. The Landlord's representative submitted that there is no evidence in the videos that the Tenant was struggling with any kind of impairment. He was able to drive a vehicle and his gait was normal.
11. The Landlord's representative also produced the following emails he sent to the Tenant with associated read receipts [Doc 7201146, pages 20 to 37]

December 1, 2025 at 2:09 p.m. – opened by Tenant at 2:12 p.m. on December 1, 2025
January 8, 2026 at 8:08 a.m. – opened by Tenant at 11:27 a.m. on January 8, 2026
January 8, 2026 at 10:32 a.m. – opened by Tenant at 11:27 a.m. on January 8, 2026
January 9, 2026 at 8:12 a.m. – opened by Tenant at 8:13 a.m. on January 9, 2026
January 13, 2026 at 7:51 a.m. – opened by Tenant at 11:23 a.m. on January 13, 2026
January 14, 2026 at 3:34 p.m. – opened by Tenant at 7:10 p.m. on January 13, 2026
12. The Landlord's representative submitted that the fact that the Tenant was opening and reading emails indicates that the Tenant was not on cognitive rest.
13. While the Tenant did not challenge the Landlord's evidence regarding his ability to open and read emails, he stated that on December 2, 2025, he only drove his car up the slope to his parking spot because the person who had been driving him was not confident enough to take his vehicle up the hill in icy conditions.

Analysis

14. While the Tenant stated he sustained a severe concussion on November 27, 2025, there is no evidence before me confirming an incident on November 27, 2025 which led to the Tenant's concussion. The Tenant provided no explanation as to how he sustained a concussion nor is there any documentary evidence, such as medical documentation or incident report, confirming same.
15. While the December 7, 2025 letter from Northwood Medical identifies the reason for the Tenant's visit was "*concussion and medication side effect*", the letter does not indicate that when the concussion occurred or how severe it was. It does not indicate that the Tenant was subject to any restrictions in daily living, including cognitive rest.
16. Furthermore, the December 20, 2025 doctor's note is written five days after the Tenant failed to attend the hearing on December 15, 2025. In my view, the doctor's note is subjective. Although it states that the Tenant requires cognitive rest, the note does not provide any reason as to why the Tenant cannot participate in a legal proceeding.
17. The Landlord's evidence leads me to question the Tenant's credibility. It would be expected that if the Tenant were concussed to the point where he required cognitive rest and could not participate in a legal hearing, he would also not be able to drive or read communications on his phone or on a computer. The videos disclose the Tenant walking normally and without any signs of pain one might associate with someone suffering from a severe concussion.
18. As such, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.

The Board's order contains a serious error

19. A party may file a request to review an order if they believe that the Board's order contains a serious error. Serious includes, among other things, :
- An error of jurisdiction. For example the order relies on the wrong section of the RTA or exceeds the LTB's powers. This issue need not have been raised in the original hearing;
 - A procedural error which raises issues of natural justice;
 - An unreasonable finding of fact on a material issue which would potentially change the result of the order;
 - New evidence which was unavailable at the time of the hearing and which is potentially determinative of one or more central issues in dispute;
 - An error in law. The LTB will not exercise its discretion to review an order interpreting the RTA unless the interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable; and
 - An unreasonable exercise of discretion which results in an order outside the usual range of remedies or results and where there are no reasons explaining the result.
20. The Tenant stated that the order contains a serious error in that the amount of the rent arrears did not credit the Tenant for payments made in the amount of \$2,100.47.
21. At the review hearing, the Tenant confirmed that had he attended the hearing on December 15, 2026, he would have been able to present his evidence regarding the \$2,100.47. As such, I am satisfied that the Tenant's evidence regarding that payment was not new evidence which was unavailable at the time of the hearing.
22. In light of all of the above, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding.
23. Therefore the Tenant's request to review order LTB-L-089239-25 issued on December 19, 2025 is denied.

Lifting the stay

24. The Tenant stated that his source of income (i.e. Ontario Works) has been halted as a result of the Landlord's actions. As a result, he requires at least three months to find a new place to live and to move.
25. The Landlord's representative requested that the stay be lifted immediately, given that the Tenant has only paid the equivalent of half a month of rent to the Landlord since November 2025.
26. In the circumstances, the stay will be lifted on February 15, 2026. This provides the Tenant with a little extra time to move while minimizing prejudice to the Landlord.

It is ordered that:

1. The request to review order LTB-L-089239-25 issued on December 19, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 24, 2025 is cancelled. The stay of order LTB-L-089239-25 is lifted on February 15, 2025.

January 30, 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.