



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

Citation: Mahle v Johnston, 2026 ONLTB 10727

Date: 2026-02-06

File Number: LTB-L-080339-25-RV

In the matter of: LOWER, 743 SIXTEEN RD
FENWICK ON L0S1C0

Between: Sherry Mahle Landlord

And

Robert Johnston Tenants
Jennifer Radnics

Review Order

Sherry Mahle (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Johnston and Jennifer Radnics (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-080339-25 issued on December 12, 2025. Only the Landlord and the Landlord's representative attended the original hearing on December 8, 2025.

On January 5, 2026, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 7, 2026, interim order LTB-L-080339-25-RV-IN was issued, staying the order issued on December 12, 2025.

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

The Landlord, the Landlord's representative, Jennifer Priestly, and one the Tenants, Jennifer Radnics, attended the hearing.

Determinations:

The Review

1. For the following reasons, the Tenants' request to review order LTB-L-080339-25 issued on December 12, 2025 is granted.
2. JR stated that she could not join the hearing on December 8, 2025 because the Landlord had tampered with the internet. She admitted she did not have documentary evidence or a witness to corroborate her testimony. She stated that when she realized that she could call into the

hearing by phone, she did so but was advised that the matter had just been heard and the Landlord and their representative had left the hearing room. JR stated that the adjudicator told her to contact the Landlord's representative and request that they return to the hearing. The adjudicator advised JR to remain in the hearing room to see if the Landlord and her representative returned.

3. JR stated that she sent a text to the Landlord's representative asking them to return to the hearing room. She said that because she was using her phone to remain in the hearing room, it was not possible for her to call the Landlord's representative. JR said that she remained until the end of the hearing block but neither the Landlord nor her representative returned.
4. While the Landlord's representative denied that JR sent her a text message asking her to return to the hearing room, she did produce an email chain [Doc 7119889] which confirms that she received an email from JR at 9:18 a.m. which read "*Jennifer what time is our hearing today?*" The Landlord's representative responded at 9:31 a.m. saying "*now*". JR responded at 9:36 a.m. saying "*We cannot connect because your client has blocked devices again. She keeps blocking our internet. We are trying to join and yes we have the correct pin.*" The final email in the chain is from JR at 10:01 a.m. which reads, in part, "*Now I will be joining by phone momentarily.*"
5. On the basis of the evidence, I am satisfied that the Tenants were not reasonably able to participate in the proceeding. While the parties dispute whether or not the Tenants' access to the internet was blocked, it is evident that the Tenants were trying to access the hearing. Therefore, the Tenants request to review order LTB-L-080339-25 issued on December 12, 2025 is granted.

The application

Preliminary Issue

6. During the hearing, JR started to raise issues regarding substantial interference and harassment by the Landlord. In essence, JR was seeking to raise issues under section 82 of the Residential Tenancies Act, 2006 (the 'Act'). JR acknowledged that she did not provide the Landlord with a written description of the issues she intended to raise at the hearing as required under section 82 of the Act and Rule 19.4 of the Board's Rules of Procedure. JR also provided no evidence that she was unable to comply with the disclosure requirements other than she did not understand what she was supposed to do. As a result, the Tenants were not permitted to raise any issues under section 82 of the Act. The Tenants still have an opportunity to bring their own application(s) against the Landlord to address the issues they sought to raise at this hearing under section 82.

Arrears

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 \$1,800.00. It is due on the 18th day of each month.
10. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
11. The Tenants have not made any payments since the application was filed.
12. The rent arrears owing to February 17, 2026 are \$12,600.00. The Tenants do not dispute this amount.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from eviction

15. JR stated that the Tenants have already secured a new place to move to and a moving pod has been delivered to the property. While they were aiming to move on February 7, 2026, JR requested an additional week, given the recent snowstorm and that fact that both of the Tenants are currently ill.
16. 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 Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this because this order satisfies both the Landlord's request for a standard order and the Tenants' request for extra time to move.

It is ordered that:

1. The request to review order LTB-L-080339-25 issued on December 12, 2025 is granted. The order is cancelled and replaced with the following.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,786.00 if the payment is made on or before February 17, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 17, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
5. **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 17, 2026.**

6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,636.98. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Tenants shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting January 29, 2026 until the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before February 17, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before February 17, 2026, then starting February 18, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 18, 2026.

February 6, 2026

Date Issued

Karen Gonçalves

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 18, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 17, 2026

Rent Owing To February 17, 2026	\$12,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,786.00

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

Rent Owing To Hearing Date	\$11,450.98
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,636.98
Plus daily compensation owing for each day of occupation starting January 29, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	