



Order under Section 31 Residential Tenancies Act, 2006

Citation: Sheehan v 27 LEASIDE DRIVE LIMITED, 2026 ONLTB 11165

Date: 2026-02-03

File Number: LTB-T-086233-23

In the matter of: 114, 27 LEASIDE DR
ST CATHARINES ON L2M4G1

Between: Brenda Sheehan Tenant

And

27 LEASIDE DRIVE LIMITED Landlords
56 WINWARD STREET LIMITED
REALSTAR MANAGEMENT PARTNERSHIP

Brenda Sheehan (the 'Tenant') applied for an order determining that 27 LEASIDE DRIVE LIMITED, 56 WINWARD STREET LIMITED and REALSTAR MANAGEMENT PARTNERSHIP (the 'Landlords'):

This application was heard by videoconference on January 30, 2026. The Landlords' Agent, Jan Zylstra, Represented by Martin Zarnett, and the Tenant's Representative, Robert Barber, attended the hearing.

Determinations:

Preliminary Issue:

Adjournment Request

1. The Tenant's Representative requested an adjournment because the Tenant's Representative was unable to reach the Tenant, and the Tenant did not attend the hearing.
2. The Landlords oppose the Tenant's request.
3. The matter was before me on October 1, 2024. The hearing was unable to be concluded at that time. I seized myself and scheduled the matter to return before me on April 15, 2025. However, unfortunately I was unable to attend this date. The matter was adjourned.

4. The matter was rescheduled for December 5, 2025. At the hearing scheduled December 5, 2025, the parties requested an adjournment on consent because the Tenant had surgery on December 4, 2025. The Tenant submitted a copy of medical documentation in support of the adjournment request.
5. As the Tenant had medical documentation and the adjournment was requested on consent, I agreed to the Tenant's adjournment request. At this time, I canvassed the party's availability taking into consideration a sufficient delay for the Tenant to recover from her surgery. The two Representatives and I agreed to January 30, 2026, at 10:30 a.m. The adjournment sheet included a link to the video conferencing room for the hearing January 30, 2026. The matter was not marked preemptory.
6. The Tenant's Representative says he spoke to the Tenant on January 9, 2026, and gave the Tenant a copy of the Notice of Hearing. During this conversation, it was presumed that the Tenant would be discharged from hospital shortly. On January 27, 2026, the Tenant's Representative again spoke with the Tenant and learned she had not been discharged from hospital. The Tenant's Representative requested the Tenant obtain supporting medical documentation if she would not be able to attend the hearing.
7. On January 28, 29, and 30, 2026, the Tenant's Representative called the Tenant and left messages. However, the Tenant did not respond, and did not attend the hearing. No further medical documentation was submitted. The Tenant's Representative submits the Board should be able to rely on the previous documentation which had been submitted to support the December 5, 2025, adjournment request.
8. The Landlords point out that the medical documentation did not support a further adjournment request. It speaks to a surgery date on December 4, 2026, and a follow-up appointment, but did not include any information about the Tenant's ability or inability to participate in the January 30, 2026, hearing.
9. When considering the request for an adjournment, I must consider the following factors as found in the Board's Rule 21 of the *Rules of Procedure* and Guideline 1 Adjourning and Rescheduling Hearings:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

11. The Landlords referred the Board to *Wang v Oloo*, 2023 ONSC 1028, in which the Divisional Court states at par. 10:

“[10] Further, the fresh evidence did not change the result. The doctor’s note is inadequate to justify an adjournment. Courts have made this point, repeatedly, about doctor’s notes. It is the court, not the doctor, who decides whether the adjournment will be granted. Thus, a doctor’s note must obtain sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted. **This should, at a minimum, describe the diagnosis, the effect of the patient’s condition on their ability to attend and participate in the hearing, and a statement as to when, in the doctor’s opinion, the patient will be well enough to attend court and participate as required.** In this case, the LTB reconsideration panel was not satisfied that the doctor’s note explained Mr. Oloo’s inability to participate in the hearing – either by telephone or by Zoom and did not further explain Mr. Oloo’s failure to attend to request an adjournment. These are factual findings and are not amenable to appeal in this court.”

[Emphasis added]

12. The Landlords also argue that granting a further adjournment would be procedurally unfair to the Landlords because the Tenant’s Representative could have sought, in advance, to request the matter be adjourned. The Landlords referred the Board to the Divisional Court case of *Samson v. BCIMC*, 2025 ONSC 986 (*‘Samson’*). *Samson* stands for the proposition that the individual was well-aware of the hearing date, and that the party had not exercised due diligence to seek an adjournment.
13. For the following reasons, I am not persuaded that a further adjournment is warranted in these circumstances.
14. The Board’s records confirm that the parties were sent a new Notice of Hearing on December 12, 2026. The adjournment sheet included the necessary details for participation at the next hearing date, and all parties agreed to the return date on December 5, 2026. The Tenant’s Representative explained he advised his client of the return date on January 9, 2026.
15. Despite the Tenant Representative’s requests that the Tenant provide new medical documentation that would support the Tenant’s inability to participate on January 30, 2026, the Tenant failed to provide this information to her Representative or the Board, nor did the Tenant did not respond to her Representative’s messages or give her Representative instructions.
16. When I consider the reasons for the adjournment request, I am not satisfied that the Tenant exercised due diligence. She was not in attendance, did not respond to her Representative’s messages, or provide the requested supporting medical documents. She was well aware of the hearing having been advised on January 9, 2026.

18. I also find that a further adjournment is prejudicial to the Landlords. The Landlord attended the hearing prepared and expecting to have a resolution in this matter. The Landlord, in good faith, consented to the prior adjournment because of the Tenant's medical issues. No request to adjourn the matter was made in advance of the hearing date.

19. Given all of the above, I find that the Tenant's request to adjourn is denied. The Tenant has not attended the hearing to defend her application. Accordingly, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

February 3, 2026

Date Issued

Jane Dean

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.