



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

File Number: LTB-L-056822-25-RV

In the matter of: 706, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Del Pinnock Tenant
Yve-Ann Walters
Devon Pinnock

Review Order

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Del Pinnock, Yve-Ann Walters and Devon Pinnock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-056822-25 issued on November 3, 2025. A hearing of the Landlord's L1 application was heard on October 2, 2025, where the Landlord's agent, Carolyn Krebs, attended the hearing.

On January 7, 2026, the third-named Tenant 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-056822-25-RV-IN was issued, staying the order issued on November 3, 2025.

This application was heard by videoconference on January 29, 2026.

The Landlord's agent, Carolyn Krebs, and the third-named Tenant attended the hearing.

Determinations:

The Review Request:

1. 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 on October 2, 2025.
2. The Board record confirms that the Notice of Hearing package was mailed to the Tenant's rental address by August 11, 2025.

3. The Tenant testified that the rental unit is in an apartment building without a central mailbox in the lobby and that Canada Post ordinarily delivers mail each day to the mail slot in the unit door. The Tenant further testified that he was told Canada Post had stopped service and that he had to collect his mail from a Canada Post vehicle. When the Board asked when service ceased, the Tenant could not recall the date or month and suggested it may have occurred in October or November 2025.
4. The Tenant further testified that because he did not collect his mail on time, he missed the Notice of Hearing package served by the Board in August 2025 and did not become aware of the hearing until after the order was mailed to him in November 2025.
5. The Landlord testified that mail is ordinarily delivered to each apartment by Canada Post and described two temporary interruptions. The first occurred at the beginning of August 2025 for approximately four or five days, from August 1 to August 5. During that period a notice advised tenants to collect mail from a mail truck at the building or from the post office during posted hours. Once the issue was resolved, accumulated mail was delivered to the building and regular door delivery resumed by about August 5, 2025. The Landlord also indicated there was a second temporary interruption in December 2025.
6. The Landlord also testified that she personally delivered the L1/L9 update sheet along with the Notice of Hearing to the Tenant's rental door on September 18, 2025.

Analysis:

7. With respect to the Tenant's allegation that Canada Post ceased mail delivery, I find on the evidence before me that service was temporarily interrupted only from August 1 to August 5, 2025. The Landlord's testimony was direct and more credible. The Tenant's evidence was vague and insufficient to establish that any interruption occurred after mid August 2025. The Board record shows that the Notice of Hearing was mailed by August 11, 2025, which is deemed served five days later, by August 16, 2025. The Tenant also confirmed that he could not remember when any interruption occurred.
8. *Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 (Div. Ct.)* (CanLII) ['Berezovs'ka']. In that decision, the Divisional Court ruled, at paragraph 8:

Lack of due diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that lack of diligence constituted a reason not to grant the landlord a rehearing.

9. Where a Notice of Hearing is mailed to the correct address and is not returned by Canada Post, it is most likely received. The Tenant filed no corroborating evidence to demonstrate that Canada Post delivery was interrupted after mid August 2025. Applying the reasons in *Berezovs'ka*, I conclude that the Tenant did not exercise appropriate diligence when he failed to participate in the hearing on October 2, 2025, after proper mailing of the Notice of Hearing. The Tenant has therefore not demonstrated that he was not reasonably able to participate in that hearing.

10. Following the reasons in *Berezovs'ka*, the Tenant's request to review the order dated November 3, 2025, and to hold a rehearing is denied. The Tenant received the Notice of Hearing for October 2, 2025, and did not attend. The Tenant's failure to act diligently upon receiving the Notice is not good cause to review the order under subsection 209(2) of the *Residential Tenancies Act, 2006*.
11. With respect to the lifting of the stay, given the amount of arrears and the fact that the Tenant has made only four payments since the application was filed in July 2025, I find that any further delay would prejudice the Landlord and result in additional arrears. The order dated November 3, 2025, should therefore be lifted immediately.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-056822-25 issued on November 3, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 7, 2026, is cancelled. The stay of order LTB-L-056822-25 is lifted immediately.

February 2, 2026
Date Issued

Joy Xiao
Member, Landlord and Tenant Board

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