



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

File Number: LTB-L-056192-25-RV

In the matter of: 12, 210 WYCHWOOD AVE
YORK ON M6C2T3

Between: Signet Group Inc. Landlord

And

Chris Mogg Tenant
Jacqueline Chia

Review Order

Signet Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Mogg and Jacqueline Chia (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-056192-25 issued on September 29, 2025. A hearing of the Landlord's L1 application was heard on September 24, 2025. Only the Landlord attended the hearing. The Tenant was not present or represented at the hearing.

On December 29, 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 January 8, 2026, interim order LTB-L-056192-25-RV-IN was issued, staying the order issued on September 29, 2025

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

The Landlord's Legal Representative, Matt Anderson, the Landlord's agent, Daniela Athins, the Tenant's Legal Representative, Terry Ramjit and the Tenant attended the hearing.

Determinations:

The Review Request:

1. In the review request, the Tenant stated that they were not reasonable able to participate at the September 24, 2025, because they did not receive the Notice of Hearing served by the Board.
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 on September 24, 2025.

3. The Tenant testified that they vacated the rental unit in March 2025 following a dispute with the Landlord and have been staying in Airbnb since then. The Tenant further testified that after relocating they did not return to the building to collect mails from the unit mailbox, that they used a different mailing address for day-to-day correspondence, and that they did not provide written notice terminating the tenancy, return the keys to the Landlord, or arrange Canada Post mail forwarding. The Tenant stated that the Landlord did not notify them of the N4 notice or the Notice of Hearing and that they therefore missed the September 24, 2025, hearing.
4. The Landlord opposed the request. The Landlord's legal representative submitted that on September 18, 2025, the Landlord attended at the rental unit to serve the September 24, 2025, hearing evidence package and found that the Tenant had removed personal belongings. Because the Tenant had not returned the keys and had not provided written notice of termination, the Landlord believed the Tenant still had possession of the unit. The Landlord did not change the lock until after the hearing date and did not block the Tenant's access to the unit or the residential complex. The Tenant still held the mailbox keys. The Landlord's Legal Representative submitted that the Tenant failed to exercise due diligence by continuing to check incoming mail to avoid missing important legal notices. Relying on *Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 (Div Ct) (CanLII)*, the Landlord's representative argued that the Tenant's lack of diligence is not good cause to grant a review of the order dated September 29, 2025.
5. The Board record confirms that the Notice of Hearing was mailed to the Tenant on July 31, 2025, and was not returned as undeliverable.
6. *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.

7. On the evidence before me, the Tenant took no reasonable steps to collect or check mail after relocating in March 2025 despite maintaining access to the residential complex and the mailbox. There is no evidence that the unit or mailbox locks were changed before September 24, 2025. The Tenant did not arrange Canada Post mail forwarding even though they knew or ought to have known that mail would continue to be sent to the last known mailing address. In these circumstances I conclude that the Tenant did not act with appropriate diligence and has not shown that they were not reasonably able to participate in the hearing on September 24, 2025.
8. Therefore, I find that the Tenant has not demonstrated that they were not reasonably able to participate in the September 24, 2025, hearing. Their absence is attributable to a lack of due diligence, and the request to review is therefore denied.
9. This order contains all of the reasons for the decision. No further reasons will be issued.

It is ordered that:

1. The request to review order LTB-L-056192-25 issued on September 29, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 8, 2026, is cancelled. The stay of order LTB-L-056192-25 is lifted immediately.

February 9, 2026
Date Issued

Joy Xiao
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.