



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

Citation: ATLANTIS REALTY SERVICES INC v Tkachov, 2026 ONLTB 12174

Date: February 4, 2026

File Number: LTB-L-056806-25-RV

In the matter of: 502, 1900 Bloor Street,
Mississauga, ON L4X2S1

Between: Atlantis Realty Services Inc Landlord

and

Valentyna Tkachova Tenant

REVIEW ORDER

Atlantis Realty Services Inc (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Valentyna Tkachova (the 'Tenant') because the Landlord claimed the Tenant did not pay the rent that she owes.

The L1 hearing was conducted on September 17, 2025. The Tenant did not attend the hearing. The L1 application was resolved by order LTB-L-056806-25 issued on September 24, 2025, a voidable eviction order effective September 30, 2025.

On December 23, 2025, the Tenant requested to extend time, a stay of the L1 order, and a review claiming she was not reasonable able to participate in the proceeding.

Interim review order LTB-L-056806-25-RV-IN was issued on December 24, 2025 granting the request to extend time, putting a stay on the L1 order, and granting a review hearing to determine the Tenant's request to review.

The review hearing was held by videoconference on January 20, 2026. The Tenant attended with her daughter Anna Baev supporting her. Howard Levenson (paralegal) also attended the review hearing on behalf of the Landlord's legal representative Jeff Shabes (paralegal).

Determinations:

Parties Consented to Removing Deceased Tenant from Application

1. The parties confirmed that Olexandr Tkachov is Valentyna Tkachova's deceased husband. He has been removed from the style of cause and this application.

Tenant's Request to Review Denied

2. The Tenant testified that she was not reasonably able to participate at the L1 hearing because she never got notice of the hearing.
3. The Tenant's daughter advised that her mother had fallen into financial difficulty when her husband passed away. The challenge of living alone and not having the support of her spouse led to the difficulties with paying rent. The Tenant admitted there was rent arrears owing since April 2025 onwards (the start of the period claimed in the N4 notice of termination).
4. The Tenant's daughter testified that the Landlord is elderly and so her children tried to help her with the rent arrears situation. The family wanted a payment plan to be worked out with the Landlord.
5. The Board's records indicate that the Tenant was served at the rental unit address by mail with the Notice of Hearing on July 18, 2025 (deemed served on July 23, 2025).
6. Mr. Levenson advised that prior to the L1 hearing scheduled for September 17, 2025, an update sheet for the upcoming hearing had been sent to the Tenant by the Landlord's legal representative Mr. Shabes.
7. The Tenant's daughter testified that "sometime in September 2025", her brother tried to assist their mother by calling the Landlord to arrange a payment plan with them. She advised that her brother said the Landlord "said it's ok". He had spoken to "some girl in the Landlord's office".
8. The Tenant had assumed everything had been taken care of. The Tenant could not answer why the parties had not submitted a consent payment plan if her son had worked out a repayment schedule with the girl from the Landlord's office before the hearing.
9. The Tenant acknowledged she had not paid the rent for many months. However, she denied ever receiving anything about rent arrears owing. She had no recollection whatsoever about receiving any papers related to the matter. She did not recall seeing a N4 notice of termination, the L1 application, any correspondence from Mr. Shabes before the hearing, or an update sheet.
10. The Landlord's certificate of service states the N4 notice was served by placing the documents under the door of the rental unit or through a mail slot in the door. The notice of hearing was mailed. It seems odd that the Tenant would not have any recollection about receiving any paperwork regarding rent arrears when there were different methods used. She had the wherewithal to ask her children to assist her in negotiating with the Landlord.
11. The Board's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from Divisional Court generally instructs the Board that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly, to ensure natural justice. Where a party shows a genuine intent to participate in a hearing but was prevented from doing so, they should be entitled to a hearing through the review process. A party's genuine intent to participate must be borne out by the evidence which clearly demonstrates the party's intent to participate in the hearing.

12. In *Kathryn King-Winton v. Doverhold Investments* 2008 CANLII 60708 (ON SCDC), the Divisional Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.
13. When I consider the evidence of the Tenant, I do not find she showed a genuine intention to participate in the L1 proceedings. The Tenant's credibility or memory was suspect, because she asked her children to assist her, and her son engaged with the Landlord to try to arrange a repayment plan before the hearing; but she denied knowing about the hearing or receiving any documents such as a L1 application, notice of hearing, or N4 notice.
14. On a balance of probabilities, I am not satisfied that the Tenant was not reasonably able to participate in the L1 hearing held on September 17, 2025. I find that based on the testimony and evidence, it is more likely than not, that the Tenant failed to exercise due diligence with respect to the Landlord's application and the Board's proceedings.
15. A lack of due diligence is not grounds to grant a request for review. This has been confirmed by the Courts in *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.) paragraph 8 which states:

If parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders.

16. Since the Tenant has not proven on a balance of probabilities that they were not reasonably able to participate in the L1 proceedings, the request for review is denied.

Lifting the Stay

17. As the review is denied, the only remaining issue before me is when to lift the stay.
18. The Landlord's legal representative's agent submitted there should be no delay in lifting the stay.
19. The Tenant and her daughter submitted she has lived there over 15 years. When she recently became widowed she fell into hardship. There were no prior eviction applications. Money problems started when the Tenant began receiving pension, which is only \$1,000.00 combined (the monthly rent is \$1,322.98). The Tenant and her daughter acknowledged this rental unit is no longer affordable or sustainable for her. The Tenant has been on a wait list for subsidized housing. They asked for a delay in lifting the stay.
20. I am mindful that the Tenant is elderly and it is winter. She seems to have the assistance of her children (daughter and son). She has lived here a long time. The place is admittedly unaffordable for her now. Her income does not even cover the monthly rent. The Landlord's rent arrears have been growing.
21. In light of the Tenant's vulnerabilities given her age, I find it would be fair not to lift the stay immediately. The stay will be lifted after a delay of 30 days, on March 6, 2026.

It is ordered that:

22. The request to review order LTB-L-056806-25 issued on September 24, 2025 is denied. The order is confirmed and remains unchanged.
23. The interim order LTB-L-056806-25-RV-IN was issued on December 24, 2025 is cancelled. The stay of order LTB-L-056806-25 is lifted on March 6, 2026.

February 4, 2026
Date Issued

Michelle Tan
Vice Chair, 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.