



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

Citation: Crandell v Peters, 2026 ONLTB 11638

Date: 2026-02-04

File Number: LTB-L-007535-23<B-T-068006-23-RV

In the matter of: 596 O'Leary Lane
Victoria Harbour ON L0K2A0

Between: Oluwatoyin Crandell Landlords
Joshua Crandell

And

Andrea Peters Tenants
David Peters

Review Order

Oluwatoyin Crandell (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Peters and David Peters (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application LTB-L-007535-23).

Andrea Peters and David Peters (the 'Tenants') applied for an order determining that Oluwatoyin Crandell and Joshua Crandell (the 'Landlords') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenants (T2 Application LTB-T-068006-23).

Andrea Peters and David Peters (the 'Tenants') also applied for an order determining that Oluwatoyin Crandell and Joshua Crandell (the 'Landlords') failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application LTB-T-068006-23).

These applications were resolved by order LTB-L-007535-23<B-T-068006-23, issued on January 7, 2026.

On January 19, 2026, the Tenants requested a review of the order.

On January 30, 2026, the Board issued amended order LTB-L-007535-23<B-T-068006-23-AM.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The Tenant submits they were not reasonably able to participate in the Board hearing that took place on April 2, 2024, February 28, 2025, April 11, 2025, May 2, 2025 and July 18, 2025. The Tenant also submits this request for review on the basis of serious error.

Rent Deposit and Interest

2. The Tenant asserts the rent deposit held by the Landlord and the interest owing on the rent deposit are incorrectly set out in the January 7, 2026 order. The Board issued an amended order on January 30, 2026 addressing these amounts and the Tenant's review request for these reasons is now moot.

Invalid Consent

3. At the April 2, 2024 portion of the hearing, the parties agreed to terminate the tenancy effective May 14, 2024. Interim order LTB-L-007535-23<B-T-068006-23-IN, issued on April 10, 2024, terminates the tenancy on the consent of the parties in accordance with their agreement.
4. The Tenant requested a review of the April 10, 2024 interim order and this request was denied by the Board. According to the Board's records, the Tenant filed a Notice of Appeal with the courts and a stay of the eviction was issued by the Superior Court of Justice on May 13, 2024. The order under review shows the Tenants vacated the rental unit on July 7, 2024.
5. The review request claims the Tenants entered into the consent agreement on April 2, 2024 without having all of the relevant information needed to make an informed decision when deciding to terminate the tenancy. The review request asserts the presiding Member stated there were "issues with the Landlords' application" but that he did not identify what these issues were before the Tenant agreed to a termination date.
6. The Landlords' L1 application originally sought termination and an order that the Tenants pay the arrears of rent. When these matters returned before the Board, the Tenants had already vacated the unit and the L1 application proceeded to consider only arrears of rent.
7. The Tenant's review request does not seek a return to the rental unit. The Tenants have not resided in the unit for over 18 months. This issue would not change the final order. There is no remedy the Board can order with respect to this ground for review and it is therefore also moot.

Apprehension of Bias

8. The Tenant submits that during the February 28, 2025 hearing day, the presiding Member demonstrated prejudicial conduct by addressing the Landlord's Legal Representative as if the Tenant was not present and that the presiding Member spoke in

a dismissive manner towards the Tenant despite her disability related communication difficulties.

9. For bias to exist, there must be a reasonable, demonstrable apprehension of bias shown. The onus of demonstrating bias lies with the person who is alleging its existence. The grounds for apprehension of bias must be substantial.
10. The test of bias is objective, not subjective. "Mere suspicion" is not enough, and a real likelihood or probability of bias must be demonstrated. There is presumption of judicial impartiality and the threshold to establish bias is high. [*R. v. S. (R.D.)* 1997 CanLII 324 (SCC), 1997 3 S.C.R. 484]
11. The legal test of a reasonable apprehension of bias is "Whether an informed, reasonable and right-minded person, viewing the matter realistically and practically, and having thought the matter through, would conclude that it was more likely than not that the trial judge would not decide fairly." [*Bailey v. Barbour* 2012 ONCA 325].
12. I have listened to the February 28, 2025 hearing recording in its entirety. There is nothing in the hearing recording that sounds out of the ordinary at all. The Tenant requests an adjournment of the proceedings and the hearing Member makes inquiries of the parties and takes submissions from them before eventually granting the Tenant's adjournment request. The Landlord was opposed to the request and the recording shows the Member explained his reasons for granting the adjournment to the Landlord. The Tenant was present during this explanation and was not excluded in any way.
13. Based on my listening to the February 28, 2025 hearing recording, and when I consider the legal tests set out above, I did not hear anything in the recording, nor is there anything in the order that would cause an informed and reasonable person to conclude that a reasonable apprehension of bias is present in this case. As such, this ground for review is denied.

Failure to Accommodate Disability-Fair Hearing Denied

14. The Tenant submits that on July 18, 2025, the Board denied her the opportunity to meaningfully cross examine the Landlord when the Board denied the Tenants request for an adjournment due to illness. The Tenant states the presiding Member did not consider the combined impact illness would have on her disability.
15. The hearing recording from July 18, 2025 shows the Tenant attended the hearing and requested an adjournment. The Member spends a substantial amount of time conversing with the Tenant about the request. The recording and the order confirms the Tenant was articulate and capable of clear and ongoing communication with the Board on February 28, 2025. The Tenant's submissions and responses are consistent with the issues being discussed and the questions put to her.

16. While there is no doubt the Tenant did not feel well from a respiratory infection, the recording shows the Tenant advised the Member she is also taking prescription medication for her illness. Despite seeing a doctor to obtain this prescription, the Tenant provided no medical documentation to the Member showing her ability to participate was impacted by her illness or the combination of her illness and her disability.
17. The July 18, 2025 recording does show the Member is mindful of the Tenant's disability and previously granted accommodations for frequent breaks. He mentions them at least twice while discussing the adjournment request with the Tenant. The Member at one point holds the matter down for an hour's time to allow the Tenant an opportunity to collect her thoughts, rest and review her notes from the previous hearing date in order to ask questions during cross examination.
18. The recording shows the presiding Member offered the Tenant multiple opportunities to cross examine the Landlord and that each offer was rejected by the Tenant with a renewed and articulate statement explaining that she wanted to cross examine the Landlord but was unable to do so.
19. The hearing recording and paragraphs 113 to 122 of the order confirm the presiding Member considered relevant factors alongside Rule 21 of the Board's Rules of Procedure when determining an adjournment was not warranted in the circumstances. The factors considered include the history of the matters before the Board, prejudice to the parties, the Tenant's accommodation needs and the Tenant's apparent ability to participate, albeit in an imperfect manner.
20. Deciding to grant or deny an adjournment is a matter of discretion. Based on my review of the order and the hearing recording from July 18, 2025, I find nothing that shows the Member applied improper principles in denying the adjournment request and the Member's decision was therefore reasonable. Although another Member may have exercised their discretion differently, the presiding Member's decision is entitled to deference.
21. The Tenant is not entitled to accommodation of her choosing. The Member suggested different options and preserved the Tenant's accommodation needs by continuing to offer breaks and delaying the matter by more than an hour. The Member was in the best position to observe the Tenant's ability to participate and considered her capability to articulate and communicate her thoughts and responses during the fluid circumstances of the hearing. While the Tenant disagreed with the Member's decision to deny the adjournment and the accommodations that were offered, the Board did not deny the Tenant the ability to cross examine the Landlord.

Improper Reliance of Inadmissible and Privileged Evidence

22. The Tenant submits the Landlord repeatedly introduced evidence from settlement discussions between the parties and relied upon despite the Tenant's objections and that this materially prejudiced the Tenant.

23. The Tenant does not identify when over the multiple hearing dates the Landlord introduced evidence of settlement discussions. Paragraph 13 of the order under review shows the Member intervened when settlement discussions did come up. The Member correctly concluded that such discussions are privileged and that he did not want to hear any details of settlement offers. The Tenant's review request does not identify any finding in the order that was impacted by an improper disclosure of settlement discussions. The Tenant's broad assertion that she was materially prejudiced is not linked to any specific disclosure of any particular detail, when it occurred, or how it impacted the order.
24. The hearing recordings do show that at times over the multi day proceedings the issue of past resolution discussions arose and each time they did, the Member reminded the parties that he did not want to hear about the contents of those discussions. I heard nothing in the recording and read nothing in the order that suggests the Member heard or relied upon inadmissible or privileged information that is likely to have impacted any of the Member's findings. In fact, paragraph 13 clearly shows the Member was keenly aware of the issue and proactive in ensuring he did not hear privileged details. For these reasons, I do not find the Tenant has established there is a serious error in the order or in the proceedings with respect to privileged information.

Cumulative Prejudice

25. The Tenant submits that the combined effect of material factual errors, lack of informed consent, bias, the failure to accommodate a disability and the denial of the meaningful cross-examination amounts to an unfair hearing. For the reasons stated above, I do not find the Tenant has established these grounds on their own and as such they have not been established collectively. This ground for review is therefore denied.

Not Reasonably Able to Participate

26. The hearing recording shows the Tenant appeared before the Board on each date the matter was scheduled for. The Tenant was aware of the issues to be determined and exercised her right to address those issues. In addition to appearing on each hearing date, the Tenant did participate in the proceedings by giving testimony, calling a witness, introducing evidence, making procedural requests and providing post hearing written submissions. The Tenant was therefore afforded procedural fairness as described in section 183 of the *Residential Tenancies Act, 2006* (the Act) and I am not satisfied the Tenant has shown she was not reasonably able to participate in the proceedings.
27. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-007535-23<B-T-068006-23, issued on January 7, 2026 and amended on January 30, 2026, is denied. The order is confirmed and remains unchanged.

February 4, 2026
Date Issued

John Cashmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.