



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

File Number: LTB-L-067993-25-RV

In the matter of: 207, 615 ALBERT ST W
SAULT STE. MARIE ON P6A1C7

Between: The Perzia Group Ltd. Landlord

And

Paul Badgero Tenant
Dorothy Tanner

Review Order

The capitalized words “Landlord” and “Tenant” refer to all parties identified as each at the top of the order.

The Perzia Group Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Badgero and Dorothy Tanner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-067993-25 issued on December 16, 2025.

On December 22, 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 December 23, 2025, interim order LTB-L-067993-25-RV-IN was issued, staying the order issued on December 16, 2025.

This application was heard by videoconference on January 21, 2026.

The Landlord's Agent, the Tenant, and the Tenant's support person, Debra Haven, attended the hearing.

Determinations:

Review Request

1. The original hearing order issued on December 16, 2025, required the Tenant to pay \$5,791.50 by December 27, 2025.
2. Tenant's review request is based on serious error and not reasonably able to participate.

3. The Tenant Paul Badgero submitted that at the hearing, the Member denied his request for his support person to speak on his behalf was denied and his support person was told they could not stay in the hearing room; denying his support person is a serious error in the hearing process which made him not reasonably able to participate. He suffers from cognitive issues and tends to lose track of his train of thought; this was explained to the adjudicator.
4. The Landlord's Agent submitted they did not hear the Tenant raise any of these issues to the Member. The Tenant spoke to duty counsel, and at one point in the hearing the Member heard someone speaking in the background; the Member said all persons participating needed signed in. Also, the Tenant did not raise any concerns except wanting to make payment arrangements. The Tenant had the opportunity to participate in the proceedings, therefore, the review request should not be granted.
5. Based on the testimony before me and the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. Although the Tenant's support person is not noted on the hearing docket from October 20, 2025, and it is unclear whether the Tenant's request to have the support person speak on his behalf was properly put forward to the Member, 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." Here, the Tenant fully intended on participating but due to his cognitive issues was not able to fully/properly participate. Therefore, the Tenant's request for review shall be granted, and the matter shall proceed on its merit

Merits

6. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed. The N4 was for partial rent owing for July 2025.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$975.36. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$32.07. This amount is calculated as follows: $\$975.36 \times 12$, divided by 365 days.
10. The Tenant has paid \$1,065.00 to the Landlord since the application was filed.
11. The rent arrears owing to January 31, 2026, are \$5,701.86.
12. The Landlord collected a rent deposit of \$895.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. Interest on the rent deposit has been paid to September 30, 2025.
13. The Landlord is seeking a standard 11-day voidable eviction order. The Tenant had been given numerous opportunities to make payment plans, in January 2026, the Tenant came

to the office and asked for a payment plan for the month of January, but he could not pay any of the arrears. He said he is only on Employment Insurance as he was laid off in December 2025; he said he will be called back in May 2026. The other Tenant noted on the order should be removed, as she vacated August 1, 2025, therefore, the Tenant is responsible for the whole arrears.

14. The Tenant support person speaking on the Tenant's behalf, said the Tenant is seeking a repayment plan. He can pay \$1,500.00 today; February 1 through May 1, 2026, the rent plus \$500.00; and the balance of \$2,201.86 by May 31, 2026. The Tenant understands there will be a breach clause attached to the repayment plan. The Tenant was not aware that Dorothy Tanner had vacated; he was giving her half the rent money and did not know it was not going towards the rent.
15. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. This is a long-term tenancy; the Tenant deserves the chance to preserve his home. The repayment plan shall be granted as set out below; it is granted as per the terms set out at hearing, while considering the writing date of this order. Any payments made since the hearing date shall be deducted from the amount owed.
16. As to removing Dorothy Tanner from the hearing order, there is insufficient evidence before me to do this; the Tenant said he was unaware that she vacated August 1, 2025, making it unclear whether she was or was not in possession at the time of the hearing.

It is ordered that:

1. The request to review order LTB-L-067993-25 issued December 16, 2025, is granted. The order is replaced with the following.
2. The interim order issued on December 23, 2025, is cancelled. The stay of order LTB-L-067993-25 is lifted immediately.
3. The Tenant shall pay to the Landlord \$6,677.22, which represents the arrears of rent owing to February 28, 2026, and costs to the Landlord to file the application with the Board.
4. The Landlord's application for eviction of the Tenant is denied on the condition that payment is made in accordance with the following:
 - a) Pay \$2,975.36, on or before February 17, 2026.
 - b) Pay \$500.00 each month, on or before March 1, 2026 to May 1, 2026.
 - c) Pay balance \$2,201.86 on or before May 31, 2026.
5. The Tenant shall also pay the Landlord the rent for the months of March through May 2026 in full, and on the first (1st) of each corresponding month, or until the arrears are paid in full, whichever date is earliest.
6. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3, and by the dates required, then:

- (a) The Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

February 10, 2026
Date Issued

Diane Wade
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.