



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

File Number: LTB-L-074032-25-SA-RV

In the matter of: 406, 416 KINGSCOURT DR
WATERLOO ON N2K3N6

Between: The Regional Municipality of Waterloo Landlord

And

Nicole Doiron Tenant

Review Order

The Regional Municipality of Waterloo (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Doiron (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the orders issued by the Board on July 25, 2024 with respect to application LTB-L-021233-24 and on April 28, 2025 with respect to application LTB-L-020631-25.

This application was resolved by order LTB-L-074032-25 issued on November 3, 2025 without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-074032-25.

On December 22, 2025, order LTB-L-074032-25-SA was issued granting the Tenant's motion, cancelling order LTB-L-074032-25 issued on November 3, 2025 and confirming that order LTB-L-020631-25-SA issued April 28, 2025 and order LTB-L-021233-24 issued on July 25, 2024 remain in full force and effect.

On December 29, 2025, the Landlord requested a review of the order.

On interim order LTB-L-074032-25-SA-RV-IN was issued, directing the request to a hearing.

This request was heard by videoconference on January 26, 2026.

The Landlord's Agent, C. Suciu, and the Tenant attended the hearing.

Determinations:

1. In this request, the Landlord alleges that they were not reasonably able to participate in the proceeding due to the scheduled hearing date accidentally being removed from the Landlord's Agent's electronic calendar.

2. At the review hearing, the Landlord's Agent, stated that she made a mistake when accepting another calendar invite for the same time as the scheduled hearing on December 9, 2025 which removed the calendar invite for the hearing. She also that she has been attending hearings for over twenty years and this is the first time something like this has happened which she attributed to having an increased workload at that time. She further submitted that this matter has been on-going for some time, and she had every intention of pursuing the L4 application.
3. The Tenant submitted that a request for review ought to be due to a serious error and not just the Landlord's Agent's negligence or administrative error.
4. In [*King-Winton v. Doverhold Investments Ltd.*, 2016 ONSC 1109 \(CanLII\)](#), the tenant did not attend the hearing because she misread the notice of hearing and got the dates mixed up. The Divisional Court ruled that the LTB should have granted the request to review on the grounds of not reasonably able to participate because the tenant genuinely intended all along to participate and otherwise, they would be denied the right to be heard.
5. The Divisional Court, in that decision, also stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
6. The Divisional Court's decision in *King-Winton v. Doverhold Investments Ltd.* is binding on the LTB. In that decision, the tenant simply mixed up the hearing dates and the Divisional Court found that her review request ought to have been granted on the grounds of not reasonably able to participate. In this case, the Landlord's Agent made an error in her electronic calendar and removed the hearing date notification.
7. Given this, and the fact that I am satisfied that the Landlord's Agent genuinely intended to participate in this proceeding, as she attended the two prior hearing dates associated with this matter, I find that the Landlord was not reasonably able to participate in this proceeding.
8. Consequently, the Landlord's request for review is granted. The Tenant's motion to set aside order LTB-L-074032-25 issued on November 3, 2025 was reheard.

There was a breach of the previous order

9. The Tenant failed to meet a condition specified in the orders issued by the LTB on July 25, 2024 with respect to application LTB-L-021233-24 and on April 28, 2025 with respect to application LTB-L-020631-25. There was no dispute that the Tenant did not pay \$300.00 on or before October 20, 2025.

The surrounding circumstances

10. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-074032-25.
11. The Tenant stated that after the last hearing she was let go from her employment and has applied for multiple full-time jobs without any success. She stated that she had no income source and tried to receive OW benefits which were denied as she owed money from when she was in school. She stated that she started a full-time job in November and had

to wait until mid-December to receive her first paycheque. She had to pay off debts with her phone and internet which are required for this new job. She is also speaking with Starling in hopes of receiving some funding to assist with repayment of the rent arrears. She requested that the original payment terms be reinstated, specifically she can pay rent on the 1st when it falls due and \$300.00 towards the rent arrears on the 20th of each month.

12. The Landlord's Agent submitted that the Landlord would like the eviction order reinstated. She submitted that they are willing to work with the Tenant but are hesitant since the Tenant has not paid the accruing rents and has not communicated with them before now.
13. The Tenant also stated that she is active in the community since 2018 and very involved with her Church in the area and has no where to go. She stated that she can pay the February's rent in full and on time.
14. February's rent will be due and owing at the end of this week. The parties were to advise the LTB via post-hearing submission as to whether the February's rent was paid in full when due. On February 3, 2026, the Tenant provided a confirmation of the February's rent being paid in full on February 2, 2026, which was the first business day after February 1, 2026.
15. Given that this is a lengthy tenancy, the Tenant is now employed full-time, the Tenant has paid the February 2026 rent as promised and the Landlord is a social housing provider, I find that it would not be unfair to set aside the eviction order and issue a new order with payment terms to be met by the Tenant to continue the tenancy. If these terms are not met, the Landlord may file to terminate the tenancy and evict the Tenant without notice.
16. In the L4 application, the Landlord claimed rent arrears owing of \$17,399.56 to October 31, 2025. The lawful rent of \$1,073.00 has come due for November 2025, December 2025, January 2026, and February 2026. The Tenant made one payment of \$1,080.00 to the Landlord on February 2, 2026. Therefore, the rent arrears owing to February 26, 2026 are \$20,611.56 ($\$17,399.56 + \$1,073.00 + \$1,073.00 + \$1,073.00 + \$1,073.00 - \$1,080.00$).

It is ordered that:

1. The request to review order LTB-L-074032-25 issued on December 22, 2025 is granted. The order is cancelled and replaced by the following:
2. The motion to set aside Order LTB-L-074032-25, issued on November 3, 2025, is granted.
3. Order LTB-L-074032-25, issued on November 3, 2025, is set aside and cannot be enforced.
4. The Tenant shall pay to the Landlord \$20,611.56 for arrears of rent up to February 28, 2026 and costs.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

- A minimum of \$300.00 on or before the 20th day of each month beginning February 20, 2026 and continuing each month until the rent arrears are paid in full.
6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing on the 1st day of each month beginning March 1, 2026 and continuing each month until the arrears are paid in full.
 7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026

February 9, 2026
Date Issued

Lisa Del Vecchio
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.