



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

Citation: Ribarich v Chevalier, 2026 ONLTB 12550

Date: 2026-02-12

File Number: LTB-T-061088-22-RV

In the matter of: 632 Randolph Ave
Windsor ON N9B2T8

Between: Angela Ribarich Tenants
Dominika Dudzik

And

Caroline Chevalier Landlord
1912802 Ontario Inc.

Review Order

Angela Ribarich and Dominika Dudzik (the 'Tenants') applied for an order determining that Caroline Chevalier (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-061088-22 issued on December 19, 2024.

On January 17, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 20, 2025, interim order LTB-T-061088-22-RV-IN was issued, staying the order issued on December 19, 2025.

The review was heard by videoconference on February 2, 2026.

The Landlord and both Tenants attended the hearing.

Determinations:

Who is the Landlord?

1. Caroline Chevalier does not contest that she owns the rental property or that she has engaged in some landlord like activities such as collecting rent and receiving maintenance requests. However, Caroline Chevalier submits that she should not be personally named as the landlord on the application because she listed her company, rather than personal name, on the lease agreement. Caroline Chevalier testified that she is the president of the

company and that her company has sometimes hired contractors to have dealings with the rental unit.

2. The definition of landlord found in section 2 of the *Residential Tenancies Act, 2006* ('the Act') is broad. It does not say that only the person named in a lease agreement is the landlord. I find that Caroline Chevalier meets the definition of landlord as the owner of the rental property and as someone who permits occupancy. She is therefore an appropriate respondent to the application and will not be removed.
3. The Tenants had no issues with adding the Landlord's company name as an additional respondent to the application and as such I have done so.

The Review Request

4. The Landlord did not attend the case conference that occurred on June 18, 2024. As such, the case proceeded on an uncontested basis and an order was issued in favour of the Tenant.
5. The Landlord testified that she did not attend because she was not aware of the case conference. The Landlord testified that she did not receive the notice of hearing.
6. The Board's records reflect that the notice of hearing was mailed to the Landlord. The Landlord testified that the address used is for a UPS box that she uses.
7. The Landlord testified that even if she had received the notice of hearing she would not have been able to attend because she was off work with a severe medical condition and that she cannot attend morning hearings. The Landlord testified that had she been aware of the hearing she would have sent someone to attend on her behalf to request an adjournment.
8. The Tenants contest that the Landlord was not reasonably able to participate in the proceeding. The Tenant testified that she mailed the order to the Landlord, and it was returned to sender because it was refused. The Tenants submit that this demonstrates that the Landlord will refuse her mail.
9. The Tenants also pointed to the fact that the Board has no record that the notice of hearing was returned to sender.
10. I accept the testimony of the Landlord that she did not receive the notice of hearing. She testified in a forthright manner. I also found the Landlord's testimony believable that as a lawyer and experienced landlord she would not simply ignore a notice of hearing. While I have considered that the Landlord is alleging not to have received multiple pieces of mail, and that the notice of hearing was not returned to sender, the Landlord's testimony left me with the impression she genuinely would have attended or sent someone on her behalf if she knew about the hearing. I also found that the Landlord provided a compelling explanation for the order that was sent to her UPS box being rejected. The Landlord testified that she is not standing at UPS waiting for mail and that therefore the document may have been rejected by UPS itself. I'm not satisfied that there is any evidence to support that the Landlord not being aware of the hearing was the result of negligence. When I consider that not being reasonably able to participate in the proceeding must be

interpreted broadly, as stated by the Divisional Court in *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, I find that the Landlord was not reasonably able to participate in the proceeding.

11. The request to review was granted and the Tenant's application was reheard.

The Application

12. Section 197 of the *Residential Tenancies Act, 2006* ('the Act') establishes that the Board may dismiss an application without holding a hearing or refuse to allow an application to be filed if, in the opinion of the Board, the matter is frivolous or vexatious, has not been initiated in good faith or discloses no reasonable cause of action.
13. After the Tenant's application was filed on October 22, 2022, the parties signed minutes of settlement to resolve the Landlord's rent arrears application LTB-L-035959-23 on July 14, 2023. The minutes of settlement say that the parties are desirous of resolving any and all issues arising out of the tenancy and the LTB matter involving a claim against the tenants for non-payment of rent. Accordingly, the Landlord's application was withdrawn in order LTB-L-035959-23 issued on July 28, 2023.
14. The Tenants argue that there was no meeting of the minds and that they did not understand the settlement meant that they could not proceed with their tenant application. I found the wording of the agreement to be clear and unambiguous. The settlement resolves all issues arising out of the tenancy and the matter involving non-payment of rent. If the settlement only resolved the rent arrears matter, there would be no use for the word "and" in that sentence. Additionally, the Tenant's application is clearly an issue arising out of the tenancy.
15. The Tenants argue that there was no consideration for the settlement. The settlement resolved the Landlord's rent arrears application. I find that there was consideration.
16. The Tenant argues that the minutes of settlement are privileged. I'm not satisfied by that argument. The minutes of settlement are the document in dispute and thus necessarily must be viewed. The Tenant cannot shield themselves from the abuse of process claim by arguing that the very document that establishes the abuse of process is privileged. I do not find these are the circumstances intended to be covered by litigation or settlement privilege. The document is not the parties' discussions trying to arrive at a settlement but rather the final agreement they reached. Nor is the proceeding before me the proceeding in which the discussions occurred. The purpose of settlement privilege is to protect parties if a dispute proceeds to litigation. Those considerations are not applicable here. The Tenants have not established that privilege applies in this case.
17. The Tenants also argued that the document should not be reviewed because it was not served upon them. The Tenants are parties to the minutes of settlement and are therefore clearly aware of them. The Tenants also agreed that they saw the document in the portal the morning of the hearing. I did not find it procedurally unfair to allow the late disclosure in those circumstances.
18. The Board has consistently found that parties agreeing to resolve all issues in a tenancy prohibits parties from being able to proceed on applications covered by the agreement.

See for example *TST-55299-14-IN (Re)*, 2015 CanLII 10094 (ON LTB), *TET-03940-19 (Re)*, 2020 CanLII 61256 (ON LTB), *TST-94423-18 (Re)*, 2018 CanLII 123294 (ON LTB).

19. The Tenant's application was in existence at the time the settlement was reached. A plain language reading of the minutes of settlement establishes that the Tenant's application is included in "all issues arising out of the tenancy". The parties already resolved the issues between them. To refuse to uphold the agreement would be fundamentally unfair and an abuse of process.

It is ordered that:

1. The request to review order LTB-T-061088-22 issued on December 19, 2024, is granted.
2. Order LTB-T-061088-22 issued on December 19, 2024, is canceled and replaced with the following.
3. The Tenant's application is dismissed.

February 12, 2026
Date Issued

Amanda Kovats
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.