



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

Citation: Greathead v KWP Management, 2026 ONLTB 17074

Date: 2026-02-26

File Number: LTB-T-023286-23-RV

In the matter of: B, 1116 Fairway Rd. N
Kitchener ON N2A0J3

Between: Bethany Lauren Greathead Tenants
Spencer Jeffrey Desharnais

And

KWP Management Landlords
Mark Fitzsimons

And

Osho Nurudeen Tunde Purchaser

Review Order

Bethany Lauren Greathead and Spencer Jeffrey Desharnais (the 'Tenants') applied for an order determining that KWP Management and Mark Fitzsimons (the 'Landlords') and/or Osho Nurudeen Tunde (the 'Purchaser') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-023286-23 issued on October 15, 2025.

On October 23, 2025, the Purchaser requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 24, 2025, interim order LTB-T-023286-23-RV-IN was issued, staying the order issued on October 15, 2025.

This review request was heard by videoconference on November 19, 2025.

The Landlord, M. Fitzsimons, the Purchaser, and the Tenants attended the hearing. The Purchaser's wife, Kehinve Adebambo, also attended the hearing.

Determinations:

1. The Purchaser did not attend the merits hearing for the application, held on July 15, 2025. The Landlord, M. Fitzsimons and the Tenants attended. After the hearing, the Member

ordered the Purchaser to pay the Tenants' rent differential for a period of one year, as well as general compensation.

2. The Purchaser requested a review alleging that they were not reasonably able to participate in the hearing held on July 15, 2025.
3. The Purchaser said that he received the notice of hearing sent by the Board in April 2025. He said that he had recently had a baby in March 2025, who was born with a number of medical problems, and he was in and out of the hospital. He said that he also has a nine year old child who had eye surgery, and he was travelling back and forth to hospital in Toronto. He did not provide any specific dates for these visits or treatments. The Purchaser had no medical documentation to submit into evidence to support his testimony.
4. The Purchaser said that he was juggling everything together, and he forgot the date of the hearing. He said that he did not contact the Landlord or the Tenants in the period from April to July 2025 because he was going through a lot.
5. 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, nor that the Purchaser was not reasonably able to participate in the proceeding for the following reasons.
6. The Purchaser received the notice of hearing, and he was informed of the date of the hearing at least three months prior to the hearing taking place. His ill child was born in March 2025, prior to the date the Purchaser received the notice of hearing, so he would have been well aware that he might have to communicate with the Board, the Landlord or the Tenants about any issues long before the date of the hearing. However, he did not communicate with them. The Purchaser then had three months after he missed the hearing, and before he received the order, to reach out to any of the same parties to communicate any problems he had been experiencing. Instead, the Purchaser chose to wait until the order, containing an unfavourable outcome for him was issued in October, to communicate to any one about having had a problem with participation at the hearing in July 2025, that had taken place three months earlier.
7. On the basis of the sequence of events and circumstances discussed above, I find that the Purchaser was reasonably able to participate at the hearing in July 2025, but he failed to exercise the proper diligence to ensure that he attended. He failed to disclose any specific dates of medical or hospital visits, and he did not disclose any documentation at all to support frequent and repeated medical or hospital visits, which may have helped support his testimony. A review is not meant to be an opportunity for parties to re-hear matters that they believe had an unfavourable outcome for them at first instance. The Purchaser received the notice of hearing, and he was aware of the date of the hearing. In *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.) at para. 8, the Court noted that:

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.

It is ordered that:

1. The request to review order LTB-T-023286-23 issued on October 15, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order LTB-T-023286-23-RV-IN issued on October 24, 2025, is cancelled. The stay of order LTB-T-023286-23 is lifted immediately.

February 26, 2026
Date Issued

Nancy Morris
Member, 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.