



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

Citation: Rogers v 2648437 ONTARIO INC., 2026 ONLTB 10834

Date: 2026-03-04

File Number: LTB-T-026276-23-RV

In the matter of: 53, 2322 KING ST E
HAMILTON ON L8K1X4

Between: Stephen Rogers Tenants
Stacey Walsh

And

2648437 ONTARIO INC. Landlord

Review Order

Stephen Rogers and Stacey Walsh (the 'Tenants') applied for an order determining that 2648437 Ontario Inc. (the 'Landlord') 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.

This application was resolved by order LTB-T-026276-23 issued on December 3, 2025, amended on December 10, 2025. Only the Tenants and the Tenants' representative attended the original hearing on November 20, 2025.

On January 5, 2026, 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 7, 2026, interim order LTB-T-026276-23-RV-IN was issued, staying the order issued on December 3, 2025.

This review was heard by videoconference on January 28, 2026.

The Landlord's agent, Beni Colalilo, the Tenants and the Tenants' representative attended the hearing.

Determinations:

1. For the following reasons, the Landlord's request to review order LTB-T-026276-23 issued on December 3, 2025 and amended on December 10, 2025 is denied.

Landlord's evidence

2. The Landlord's agent testified that he is the owner and president of the corporation. The residential complex is one of several properties he owns. Any mail for the Landlord is sent to his personal address which he does not share with tenants. Tenants are, however, provided with his email address and telephone number in case they need to contact him.
3. While there is no office or unit number for the Landlord at the residential complex, there is a drop box in the mailroom where tenants can deposit rent cheques, maintenance requests, complaints, etc. that they want to bring to the Landlord's attention. He checks the drop box every time he is at the building, which is two to three times per week.
4. He first became aware of the Tenant's application when he received the Tenants' disclosure that was emailed to him by the Tenants' representative one week before the October 15, 2024 hearing. Although he immediately retained a representative (i.e. Kimberley Holleran), she was not available on the day of the hearing. As such, he attended the first scheduled hearing date on October 15, 2024 by himself and was granted an adjournment. He pointed out that the adjournment sheet [Doc 4340880] from that hearing states, in part, *"To ensure no LTB service issue in the future, the Landlord consented at the hearing to service by email (beni007m@gmail.com)"*.
5. It was only when the Tenant, Stephen Rogers, gave him a copy of December 3, 2025 order LTB-T-026276-23 that he realized a hearing had taken place on November 20, 2025. Two weeks after the hearing, he found an envelope addressed to the Landlord from the LTB on the ledge beside the mailboxes. He produced a copy of the envelope [Doc 7206608]. No suite number is identified for the Landlord on the envelope. While the number "338" is written on the envelope, he has no idea what that number represents or who wrote it. The envelope contained the Notice of Hearing for November 20, 2025.
6. The Landlord's agent stated that mail delivery may have been delayed by a Canada Post strike that was ongoing at the time. He produced an internet page [Doc 7207248] stating that Canada Post was on strike from September 25, 2025 until October 10, 2025, after which it transitioned into a rotating strike that lasted until November 21, 2025.

Tenants' evidence

7. The Tenants' representative submitted that the Landlord advised the Board on October 15, 2024 that his address for service was the residential complex. He directed me to the hearing recording of October 15, 2024 which confirms the following:
 - The Landlord advised that he had retained Kimberley Holleran as his representative. However, she could not attend the hearing because she was on vacation the week of the hearing.
 - When the adjudicator requested contact information for service, the Landlord said *"Absolutely. My building address is 2322 King Street East, Hamilton, Ontario, L8K 1X4 and I have a separate mailbox that's black, that's locked down, and it identifies my company on the mailbox so there's no excuse for the mail not to be delivered there."*

- The Landlord did not understand why Canada Post did not put the Board's mail in that mailbox or why it was returned to the Board.
 - When the adjudicator asked if the Landlord would consent to email service, the Landlord replied yes and provided his email beni007m@gmail.com. The adjudicator then advised the Landlord that she would ensure that that information was updated so that the Board would serve him any further notices of hearing by email.
8. The Tenants' representative submitted that while the Board did not send communications to the Landlord by email, the Board continued to serve Notices of Hearing by mail to the address confirmed by the Landlord's agent on October 15, 2024.
9. The Tenants' representative submitted that the Landlord's agent was aware of the application as early as October 8, 2024 and had been provided with the Board's file number. He submitted that the Landlord failed to act diligently in deciding not to contact the Board or log into the Board's portal to ascertain the status of the application. He stated that the Landlord's failure to do so was intentional and part of his continuing harassment of the Tenants. In support of the Tenants' position, he produced the following:
- email from the Landlord dated August 5, 2025 [Doc 7202153, page 4] claiming not to understand what the August 22, 2025 was for despite having attended the initial hearing on October 15, 2024
 - reporting email to the Tenants dated August 22, 2025 [Doc 7202153, page 5] which confirms that at the adjudicative case conference on August 22, 2025 the Landlord's agent advised the Board that he had no prior notice or knowledge of the application or the hearing, despite his email to the Tenant's representative which evidences he knew about the adjudicative case conference two and a half weeks earlier.
 - Email from Tenants' representative to the Landlord's agent dated August 26, 2025 [Doc 7202153, page 6] attaching his October 8, 2024 email to the Landlord, the application and the Tenants' evidence. That email also reads, in part, *"I am forwarding the email I sent you on October 8, 2024 with the evidence with respect to this matter...I encourage you to get portal access so that you can be apprised (sic) of any developement (sic) with respect to this application."* The October 8, 2024 provides the Board's file number.
 - Email exchange between the Tenants' representative and Kimberly Holleran dated January 21, 2026 [Doc 7202153, page 7] wherein Kimberly Holleran advises that she is not representing the Landlord at the hearing on January 28, 2026.

Analysis

10. The Board's file confirms that the Board sent a letter to the Landlord advising them that an application had been filed against them and that that mail was returned to the Board on November 10, 2023. The address on the envelope is the residential complex. There is handwriting on the enveloping enquiring about a unit number and a name. The party identified on the letter is the Landlord (i.e. 2648437 Ontario Inc.). In light of this evidence, I am satisfied that the Landlord did not know about the Tenant's application at this point in time.

11. The first hearing date was scheduled for October 15, 2024. The Board's file confirms that the Notice of Hearing and application that was mailed to the Landlord at the residential complex on July 3, 2024 was returned to the Board on August 22, 2024 with a notation "address incomplete". In my view, the envelope was returned because there was no unit number identified on the envelope and am satisfied that as of August 22, 2024, the Landlord was still not aware of the Tenants' application.
12. It is undisputed that the Landlord's agent attended the first hearing on October 15, 2024, having been alerted to the application after receiving an email from the Tenants' representative on October 8, 2024. An adjournment was granted to the Landlord because the legal representative he retained immediately was not available the week of the hearing. I am satisfied that the Landlord and the representative he retained were aware of the application as of October 8, 2024.
13. Although the adjournment sheet indicates that the Landlord's agent consented to receiving communications from the Board by email and provided an email address, that consent was not actioned by the Board. However, the Landlord did confirm his address for service (i.e. the residential complex) and stated that there was "*no excuse*" for mail not to be delivered there.
14. On July 25, 2025, the Board mailed a Notice of Adjudicative Case Conference for August 22, 2025 to the Landlord at the residential complex on July 25, 2025. There is no record in the Board's file that that envelope was returned to the Board as undeliverable and the hearing docket for August 22, 2025 confirms that the Landlord's agent attended the adjudicative case conference on August 22, 2025. There is nothing on the adjournment sheet indicating that the Landlord disputed receiving the Notice of Adjudicative Case Conference by mail instead of by email.
15. Following the adjudicative case conference, the Tenants' representative emailed the Landlord's agent on August 26, 2025 attaching a copy of the application and the Tenants' evidence again to the Landlord's agent and encouraged him to log into the Board's portal to keep apprised of the application. The Landlord's agent offered no explanation as to why he or his legal representative did not log into the Board's portal to check on the status of the application. At the very least, the Landlord's agent should have known or ought to have known that it would be prudent to contact the Board or check the Board's file yet he did not do so. In other words, he missed the hearing because of his own lack of due diligence in deciding not to log into the Board's portal or contact the Board after August 22, 2025. That is different from not being reasonably able to participate.
16. Parties are required to act with diligence in proceedings before the LTB. If a party fails to attend a hearing because of their own lack of diligence, they cannot then demand that the LTB waste its resources to hear the matter again. "To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders": *Q Res IV Operating GP Inc. v. Berezovs'ka*, para. 8.
17. I am not persuaded that the Landlord did not receive the Notice of Hearing for the November 20, 2025 hearing. The Board's file indicates that it mailed the Notice of Hearing to the Landlord on October 23, 2025 at the residential complex. The Landlord's agent stated that this was the Board's mail he found on the ledge in the mailroom two weeks after the hearing and believes the mail may have been delayed because of Canada Post disruptions. However, he offered no explanation as to why the Board's mail, which was sent to the address provided

by the Landlord's agent, was not placed in the Landlord's mailbox which the Landlord's agent said was clearly marked with the Landlord's name and "*there's no excuse for the mail not to be delivered there.*" There is no evidence that any other mail for the Landlord was delayed by a Canada Post disruption.

18. Given that as of the date of the hearing, there is no representative on record for the Landlord, I do not find the Landlord's testimony that he retained a legal representative credible.
19. Based on the evidence before me, I am not satisfied that the Landlord was not reasonably able to participate in the proceeding. Therefore, the Landlord's request to review order LTB-T-026276-23 issued on December 3, 2025 and amended on December 10, 2025 is denied.

Lifting the stay

20. The Landlord stated that he needs at least three months in order to reinstate the Tenants' parking spot, given the lack of visitor parking spaces at the residential complex. He also requested thirteen months to pay the Tenants the amount set out in order LTB-T-026276-23 issued on December 3, 2025 and amended on December 10, 2025 (i.e. \$4,148.00) because the reduction of rental income has affected him financially.
21. The Tenants' representative requested that the stay be lifted immediately.
22. I am not persuaded by the Landlord's agent that he cannot reinstate the Tenants' parking spot immediately. He confirmed that there are twenty-four parking spots as opposed to twenty-two units. He also stated that some of those twenty-two units were vacant. This indicates to me that there are unused parking spots available to the Tenant.
23. I do not find it reasonable that the Landlord requires thirteen months to pay the Tenants just over \$4,000.00. There was no evidence before me that the other properties owned by the Landlord were affecting him financially.
24. In the circumstances, the stay is lifted immediately.

It is ordered that:

1. The request to review order LTB-T-026276-23 issued on December 3, 2025 and amended on December 10, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 7, 2026 is cancelled. The stay of order LTB-T-026276-23 is lifted immediately.

March 4, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenants 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.