



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

Citation: Westwinds Village v Siderius, 2026 ONLTB 20336

Date: 2026-03-10

File Number: LTB-L-059873-25-RV

In the matter of: 3, 122 MASSEY DR
NORTH BAY ON P1A4L1

Between: Westwinds Village Landlord

And

Raven Siderius Tenant

Review Order

Westwinds Village (the 'Landlord') applied for an order to terminate the tenancy and evict Raven Siderius (the 'Tenant') because:

- the Landlord believes that the Tenant abandoned the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-059873-25 issued on January 27, 2026. A hearing was held on January 20, 2026 and neither party were in attendance.

On February 2, 2026, the Landlord requested a review of the order.

On February 3, 2026, interim order LTB-L-059873-25-RV-IN was issued.

The review request was heard by videoconference on March 2, 2026.

Only the Landlord Karen Smith attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 10:14 am.

Determinations:

The Review Request

1. The Landlord does not state they were unaware of the hearing that took place on January 20, 2026. Rather, a medical emergency prevented her from attending.

2. The Landlord said that on January 17, 2026, her husband was taken by air ambulance for urgent medical care where he resided in hospital until around January 26, 2026. During this time, he was in critical condition and the Landlord said due to the stress of the situation she did not remember the hearing. She had every intention of defending the application and had provided documentary evidence in preparation for the hearing.
3. On the basis of the submissions made in the request, I am satisfied that that the Landlord was not reasonably able to participate in the proceeding as a result of the unexpected medical circumstances.
4. The application record confirms that the Landlord had intention to attend the hearing, provided evidence and requested an expedited hearing.
5. Pursuant to subsection 209(2) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board is empowered to review an order where a party to a proceeding was "not reasonably able to participate" in the hearing.
6. The question of what the phrase "not reasonably able to participate" means has been before the Divisional Court in a number of appeals from Board orders.
7. For example, in *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the tenant did not attend the hearing because she misread the notice of hearing and got the dates mixed up. The Divisional Court ruled the Board should have granted her request to review on the grounds of not reasonably able to participate because the tenant genuinely intended all along to participate and otherwise, she would be denied the right to be heard. The Court stated: "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
8. In *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Ont. Div. Ct.) the tenant in that case dialled in for a telephone hearing five minutes late and the Court held the Board should have granted the subsequent request for review.
9. In both *Bouillon v. Kennedy*, [2011] O.J. No. 2223 (Ont. Div. Ct.) and *Kewallal v. Jackson*, [2011] O.J. No. 1219 (Ont. Div. Ct.) the Court indicated that the Board should have granted review requests where the allegation was that the notice of hearing was not actually received.
10. Finally, in *Decosse v. Isles of Innisfree Non Profit Homes*, [2012] O.J. No. 964 (Ont. Div. Ct.) the tenant attended multiple hearing dates but on the final day arrived 20 minutes late. The Court held that the review request should have been heard.
11. What all of the Divisional Court cases have in common is the notion of fairness: a party who does not know about a hearing should have a chance to participate in a new one; a party that knows about the hearing and genuinely wants to participate but does not, should still have an opportunity to be heard.
12. I find the circumstances in this case fall under the scenarios above and warrant the granting of the review request. I say this because it is undisputed that the medical event had such an impact on the Landlord that she has little recollection of the hearing date. She had every intention of attending the hearing.

13. The Landlord's review request was granted and the matter proceeded to a hearing *de novo* on the Landlord's L2 application.

The L2 Application – did the Tenant abandon the rental unit?

14. The Landlord's L2 application was filed on July 23, 2025 alleging that the Tenant abandoned the rental unit. This application asks that the Board to issue an order terminating the tenancy on that basis.
15. By way of background, this was a fixed-term lease which commenced around February 1, 2017. The lawful monthly rent is \$815.00 and is due on the first of each month.
16. The Landlord said that the Tenant did not pay the rent owing and the Landlord issued an N4 notice on July 3, 2025 with a termination date of July 17, 2025. No L1 application was filed with the Board as the Landlord was trying to work with the Tenant.
17. On July 18, 2025, after serving proper notice of entry, the Landlord attended the unit and noticed the Tenant's possession had been removed. All that remained was a chair, a glass and some food, a matt and oven mitts. The Landlord provided photographs to support this claim.
18. The Landlord said that the Tenant did not communicate her plans to vacate to the Landlord. On or around July 9, 2025, the Landlord wrote a letter to the Tenant related to the hydro services that the Tenant cancelled with North Bay Hydro on July 7, 2025 with a cancellation date of July 31, 2025.
19. The Landlord has no contact details for friends or family of the Tenant.
20. The Landlord said that no rent has been paid by the Tenant since June 2025.

Analysis

21. The Board's Interpretation Guideline 4 entitled Abandonment of a Rental Unit explains the concept of abandonment as follows:

Abandonment is a **unilateral act** by the tenant to relinquish their tenancy and **give up possession of the rental unit** without properly giving notice of the termination to the landlord ...

[Emphasis added.]

22. The problem with the Landlord's application is that the evidence before me establishes that a N4 notice of termination was given to the Tenant prior to the filing of this application which gave the Tenant the option to either pay off the arrears by the termination date and continue his tenancy or move out. While it is unclear what option the Tenant chose due to a lack of communication on the Tenant's part, it cannot be said that the Tenant unilaterally terminated his tenancy by abandoning the rental unit.
23. Subsection 37(2) of the Act states:

37(2) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice; the tenancy is terminated on the termination date set out in the notice.

24. Given all of the above, I am not satisfied that the Tenant has abandoned their tenancy.

25. As a result, the Landlord's application for termination of tenancy on the ground of abandonment is dismissed.

26. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-059873-25 issued on January 27, 2026 is granted.
2. The order LTB-L-059873-25 issued on January 27, 2026 is cancelled and replaced with the following order.
3. The Landlord's application is dismissed.

March 10, 2026

Date Issued

Dana Wren

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.