



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

File Number: LTB-L-063416-25-RV

In the matter of: POBOX: 172, 2102 Laurier Street
Rockland ON K4K1L2

Between: Eddy Property Management Inc. Landlord
KES Paralegal

And

Tracy Lapensée Tenant

Review Order

Eddy Property Management Inc. and KES Paralegal (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Lapensée (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-063416-25 issued on January 7, 2026.

On January 29, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 30, 2026 interim order LTB-L-063416-25-RV-IN was issued, staying the order issued on January 7, 2026.

This request was heard by videoconference on February 24, 2026.

The Landlord's Legal Representative, K. Smith, the Landlord's Agent, E. Saikaley, the Tenant's Legal Representative, V. Allard-Beauchamps, and the Tenant attended the hearing.

The following witness testified at the hearing:

Francoise Levasseur (FL), Property Manager, on behalf of the Landlord.

Determinations:

Order Enforced

1. There was no dispute that order LTB-L-063416-25 issued on January 7, 2026, was enforced on January 28, 2026 and the Tenant was evicted from the premises prior to the filing of this request for review.

Request for Review

2. In this request, the Tenant alleges that she was not reasonably able to participate in the hearing and/or that a serious error occurred in the proceeding. The Tenant alleged that the first time she was aware of an eviction order was when the Sheriff attended the unit to evict her. The Tenant asserted that she had multiple hospitalizations in January 2026 and did not have access to email, and never received the Notice of Eviction, Notice of Hearing or any other documents.
3. At the review hearing, the Tenant testified that last April (2025) she had a lot of pain, particularly in her chest, and when she went to her doctor she was directed to go to the hospital. She testified that she had Pneumonia, and infections in her lungs and bladder which led to her being in and out of the hospital and on bed rest for almost one year. In support of her assertion, a copy of the Tenant's Hospital ED Report dated April 4, 2025 was provided into evidence (DOC-7380388pgs3-4 of 74). She also testified that she kept having lung infections on and off, including Laryngitis in November 2025 and was unable to speak, so her boyfriend and adult children had to take care of her. In support of this assertion, the Tenant provided a copy of a Doctor's letter/Patient history for November 3, 2025 into evidence (DOC-7380388pg 28 of 74).
4. The Tenant also testified that she did not receive any disclosure from the Landlord for this proceeding although the Landlord's evidence in the portal showed that a link to a folder was shared with the Tenant. The Tenant maintained that she was not checking her email during this time due to her illness. She testified that the Landlord or Sheriff put the Notice to Vacate on a door at the front of the house that is boarded off so it was not seen by anyone. She also maintained that the Landlord did not update her on a Hearing Date via email or send any paperwork and if she did receive anything, she did not remember seeing it because she was so sick all year and the Landlord's property management sent so many harassing emails, every day, none of which had the subject heading, LTB hearing. In support of this assertion, the Tenant provided copies of email correspondence received dating from April 27, 2025 to February 7, 2026 (DOC-7380388pgs33-61 of 74)
5. Under cross-examination, the Tenant denied that there was any email correspondence with the Landlord's Property Manager regarding the eviction even though she had responded to the email which was part of her disclosure (DOC-7380388pg2 of 74) an email dated January 7, 2026. The Tenant maintained that she was sick and was constantly receiving emails from the Property Manager and did not recall this email. She maintained that even as of January 7, 2026 she was not aware of the eviction proceeding

and replied under cross-examination that she had “no prior notice,” “no idea Sheriff was coming,” and “no idea going to court.”

6. The Landlord’s Witness, FL, the Property Manager, testified that she served the Tenant the N5 Notices via email and regular mail. FL testified that the Tenant reacted to service of these notices by calling her names such as “lowlife” and “scumbag.” FL also testified that she served the Tenant via email the link to the Landlord evidence package on November 11, 2025 and the Tenant responded to that email on the same date at 11:53 a.m. saying “see you in court.” FL confirmed that in this same response the Tenant did say that she is unwell and awaiting surgery but never requested a rescheduling of the hearing.
7. Under cross-examination, FL confirmed that the Tenant had mentioned having a health issue, namely Fibromyalgia in one of her emails. Under cross-examination, FL also confirmed that the Tenant had responded to an email about the N5 Notice, saying “Perfect I will see you guys in court,” which was on July 28, 2025 and referred to the Tenant’s Evidence brief which included the email (DOC-7380388pgs47-48 of 74).

Law and Analysis

8. Subsection 209(2) of the *Residential Tenancies Act, 2006* (the ‘Act’) permits the LTB to review orders on the basis that a party was not reasonably able to participate in the proceeding. Guideline 8 of the *Guidelines* provides that the request must provide a detailed explanation why the requestor was unable to participate in the proceeding and satisfy the LTB that they genuinely intended to participate. The LTB will refuse requests where the requestor’s absence was the result of negligence or it finds no reasonable explanation for the failure to attend.
9. The Tenant asserts that she was not reasonably able to participate in this proceeding due to not receiving any notice of the eviction proceeding and her alleged health issues.
10. The LTB’s record confirmed that the Tenant was served via email with a welcome email and PIN number on July 31, 2025, and the application and Notice of Hearing on August 28, 2025.
11. The certificate of service filed by the Landlord regarding service of the second N5 Notice confirmed that it was served on the Tenant via email and by regular mail on July 28, 2025.
12. In her testimony, the Tenant asserted/maintained that she had no knowledge or notice of this eviction proceeding. However, the Tenant’s email correspondence provided into evidence included an email sent to the Tenant on July 15, 2025 at 2:04 p.m. which attached the first N5 Notice. Also, on July 28, 2025 at 2:39 p.m. another email was sent to the Tenant for the second N5 Notice. At 2:53 p.m., the Tenant responded that that email the following: “Perfect I will see you guys in court.” In other emails provided into evidence, the N5 Notice was also mentioned by the Landlord, was the subject line for the email, and these emails were also almost immediately responded to by the Tenant, for example on July 18, 2025 (DOC-7380388pg50 of 74).
13. Additionally, included in the Tenant’s response emails to the Property Manager, the Tenant demonstrated that she was aware of a pending proceeding by using the following phrases:

“Perfect I will see you guys in court,” on July 28, 2025, after the N5 was served, “See you in court!!!,” on August 21, 2025 and “see you in court,” on November 11, 2025 after the Landlord served disclosure for the hearing.

14. As well, it was confirmed that a copy of the LTB eviction order was emailed to the Tenant on January 7, 2026, which the Tenant replied “So you got me kicked out with your lies...I’ll see you in court. Lowlife.”
15. The Tenant also asserted that she received emails from the Property Manager every day, yet upon review of the email correspondence provided into evidence by the Tenant, this was clearly a gross exaggeration. At best there were a couple of emails a month from the Property Manager, except in July 2025 there were more due to the service of the N5 Notices. And a number of the emails sent to the Tenant were simply regarding annual inspections, notice of entries, a Notice of Rent Increase, or an issue with rent. I was satisfied that these issues sent by email were necessary communications from a landlord to a tenant.
16. In any event, most of the emails sent by the Property Manager in relation to the issues in this application were replied to by the Tenant, usually very quickly, within minutes, and sometimes there were multiple replies, despite the Tenant maintaining in her testimony that she was not checking emails due to her alleged severe health issues and being bed ridden.
17. The evidence before me demonstrated that the Tenant’s testimony was simply not credible and exaggerated. Given the above, I was satisfied that the Tenant had knowledge of this proceeding, she received the N5 Notices, was served with the application and Notice of Hearing in August 2025, received the Landlord’s evidence disclosure one week before the hearing date in November 2025, and received a copy of the LTB eviction order on January 7, 2026, given her email responses to the Landlord regarding these stages and the LTB’s record of service.
18. There was no dispute that the Tenant had mentioned some health issues to the Property Manager in their email correspondence. The Tenant made comments like, “I’m unhealthy”, “I am not a healthy person,” and mentioned “fibromyalgia, heart and lung problems,” in emails to the Property Manager. The Tenant asserted at this hearing essentially that she was too ill to function, was in and out of the hospital this past year, and could not speak due to having Laryngitis in November 2025. The evidence provided by the Tenant supported a hospital visit in April 2025 and that according to her medical history report she had Laryngitis on November 3, 2025, other than this the Tenant provided no documentary evidence in support of her being in and out of the hospital, or not being able to function at all during the timeframe asserted by the Tenant.
19. Additionally, given the Tenant’s lack of credibility in her testimony, and propensity to exaggerate, I also find it more likely than not that this extends to the Tenant’s testimony regarding her abilities due to alleged health issues. The Tenant only provided one Hospital Emergency Department record, no records of admission to hospital were provided, despite the Tenant’s assertions she was in and out of the hospital. As well, the Landlord’s witness, FL, testified that the Tenant responded in one of her emails that she was awaiting surgery, yet the Tenant did not provide any medical documentation in

support of this assertion which would most likely be readily available. As well, the Tenant did not assert that she had surgery or was still awaiting surgery in her testimony.

20. While I find it likely that the Tenant had/has some health issues, I was not satisfied that they prevented her from participating in this proceeding. The Tenant was actively responding to the Property Manager's emails, clearly and coherently each time. The Tenant knew about the eviction proceeding, yet failed to seek a postponement or rescheduling for health reasons, she never contacted the LTB or a Legal Representative, and she failed to take any action prior to the order being enforced on January 28, 2026. Given the above, I find it more likely than not the Tenant did not demonstrate a genuine intent to participate in this proceeding and any failure to participate in the proceeding was due to her own negligence. Therefore, I was not satisfied that there was a serious error in the proceeding or that she was not reasonably able to participate.
21. In [Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 \(CanLII\)](#), the Divisional Court stated that "[I]f 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"
22. Consequently, the Tenant's request for review is denied.

It is ordered that:

1. The request to review order LTB-L-063416-25 issued on January 7, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 30, 2026 is cancelled. The stay of order LTB-L-063416-25 is lifted immediately.

March 11, 2026
Date Issued

Lisa Del Vecchio
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.