



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

File Number: LTB-L-054931-25-RV

In the matter of: Main Floor, 10 CALMIST CRES
BRAMPTON ON L6Y4L6

Between: Delana Hamilton Landlord

And

Tony Eweka Tenant

Review Order

Delana Hamilton (the 'Landlord') applied for an order to terminate the tenancy and evict Tony Eweka (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes; 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 applied for an order requiring Tony Eweka (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has/have 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-054931-25 issued on January 5, 2026.

On February 6, 2026, the requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 6, 2026 interim order LTB-L-054931-25-RV-IN was issued, staying the order issued on January 5, 2026

This application was heard by videoconference on March 5, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant requested a review of order LTB-L-054931-25 issued on January 5, 2026 alleging that the Tenant was not reasonably able to participate in the hearing which was conducted on October 16, 2025 and that as a result, a serious error occurred.

2. The onus is on the Tenant to establish that the Tenant had no reasonable opportunity to participate. At the review hearing, the Tenant stated unequivocally that he was aware of the hearing date; that he asked his employer for the day off; and, that the reason for non-attendance was due to his request for time off work being denied. In the event the Tenant was not required to work on the day of hearing, the Tenant testified he would have attended.
3. The Landlord requests that the review be denied, stating the Tenant had a reasonable opportunity to participate at the hearing and simply chose not to attend.
4. The test for being reasonably able to participate in a proceeding was considered by the Divisional Court in *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, which held that “*being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.*”
5. I find on a balance of probabilities the Tenant had a reasonable opportunity to participate, as I do not find the Tenant’s evidence believable that the reason for his non-attendance was due to a work commitment. While not a requirement, the Tenant did not produce any support employment documentation or other corroborating evidence in support of the stipulated reason for his absence. The Tenant also did not request from the Landlord or the Board that the matter be rescheduled in advance of the hearing (albeit the Tenant indicated he only found out about his employer’s denial the day before the hearing). Moreover, and significantly, the Tenant’s own review request application states an entirely different reason for the Tenant’s absence:

...I was not able to attend the hearing myself, because, I was poorly informed of the actual hearing date and time. This is because the landlord controls my mail.....and there was another Notice of hearing I got that was slated for February 02, 2026. I got confused with the mix up in the dates.

6. When questioned about the discrepancy, the Tenant later attempted to explain the differing reasons by stating all the reasons, in conjunction, contributed to his absence. In the circumstances, I found the Tenant’s testimony to be contradictory and given the lack of any supporting documentation or other corroborating evidence, simply not believable.
7. Lastly and while it is also clear the Tenant disagrees with the member’s decision, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in the hopes of a better outcome. Here, the Tenant did not attend the hearing to contest the Landlord’s evidence. In the circumstances, I am not satisfied there is a serious error in the order.
8. For the reasons above, the Tenant’s request to review is denied. The Tenant is no longer in possession. The stay of eviction shall be lifted immediately.

It is ordered that:

1. The request to review order LTB-L-054931-25 issued on January 5, 2026 is denied. The order is confirmed and remains unchanged.

2. The interim order issued on February 6, 2026 is cancelled. The stay of order LTB-L-054931-25 is lifted immediately.

March 16, 2026
Date Issued

Peter Nicholson
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.