



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

Citation: Creek Asset Management v Polsinelli, 2026 ONLTB 22392

Date: 2026-03-16

File Number: LTB-L-080981-25-RV2-IN2

In the matter of: UPPER LEVEL, 5128 DUNDAS ST W
ETOBICOKE ON M9A1C2

Between: Creek Asset Management Landlord

And

Tomassino Polsinelli Tenants
Anastasia Ramai

Review Order

Creek Asset Management (the 'Landlord') applied for an order to terminate the tenancy and evict Tomassino Polsinelli and Anastasia Ramai (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-080981-25 issued on December 15, 2025.

On December 17, 2025, the Tenants requested a review of the order. This request to review was denied after a preliminary review by order LTB-L-080981-25-RV issued December 30, 2025.

On January 17, 2026, the Tenants again requested a review of the December 15, 2025 order and that the order be stayed until the request to review the order is resolved.

On January 21, 2026 interim order LTB-L-080981-25-RV-IN was issued, staying the order issued on December 15, 2025.

This request to review was heard by videoconference on February 11, 2026.

Determinations:

1. In the request to review the Tenants claim that they were not reasonably able to participate in the original hearing, which took place on December 8, 2025. The Tenants did not attend the December 8, 2025 hearing.
2. The Tenant, Anastasia Ramai ('AR'), said that the reason for the Tenants' non-attendance was simply confusion. She said there was a separate hearing for another L1 application on September 8 or 9. She said that when she tried to enter the hearing room on that date via Zoom, it said the hearing was cancelled so she could not enter the hearing room.

3. The other application AR referred to was relative to file LTB-L-051893-25. The LTB's records indicate that matter was scheduled for hearing on September 9, 2025. The hearing proceeded on September 9, 2025 and the Tenants were not present or represented, but that application was withdrawn at the hearing by the Landlord.
4. AR said that she knew about the December 8, 2025 hearing because she received the notice of hearing. She said that she tried to log into the same Zoom link she tried using in September, but saw the same message about the hearing being cancelled. It may be that the Tenants clicked on a Zoom link from an old notice of hearing, but coincidentally, both hearings were scheduled in videoconference room 113, so the link would have been the same.
5. AR said that once she saw this message, the Tenants assumed the hearing was cancelled and went to a medical appointment that had been scheduled that morning.
6. When questioned about how or why she would receive a message saying the September 9, 2025 hearing was cancelled when it was clearly not, AR did not know. There was no evidence to support the assertion that, for some inexplicable reason, when the Tenants clicked on the Zoom link on two different dates that hearings were scheduled, they saw a message saying the hearing was cancelled. For example, there was no photo or screenshot showing this message.
7. I do not accept AR's unsupported evidence on this point. There is no logical reason why there would be a message saying a hearing is cancelled when one clicks on an LTB Zoom link. The same link appeared in the notice of hearing sent to the Landlord, and the Landlord's legal representative and agent attended the hearing.
8. When asked why she didn't try calling the LTB when she was unable to access the hearing room, AR said that she just proceeded based on the message she saw, and thought there would be a new hearing date.
9. The LTB will refuse to grant a request to review where the requestor's absence was the result of negligence, or if there was no reasonable explanation for the failure to attend. Lack of reasonable diligence in dealing with LTB proceedings is also a reason not to grant a rehearing to avoid a waste of resources: *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 12; *Gusain v. Arnold*, 2023 ONSC 3765 (CanLII), para 48; *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), para 8.
10. At the same time, the right to be reasonably able to participate in a proceeding must be interpreted broadly because it is a matter of natural justice: *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.); *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 14.
11. In *Ali v. Capreit*, *supra*, the Court commented on the "generous" interpretation of the right to be reasonably able to participate in a proceeding, articulated in *King-Winton v. Doverhold*, *supra*, and followed in a number of subsequent cases: "Given the inherent vulnerability of residential tenants and the purpose of the [RTA](#) (see s. 1), this generous interpretation makes sense": *Ali v. Capreit*, 2025 ONSC 103 (CanLII), para 14.
12. This "generous" interpretation, however, does not mean that a tenant is entitled to a rehearing any time they fail to attend a hearing. The tenant must at least have

demonstrated reasonable diligence in the circumstances in their attempt to attend the hearing.

13. In this case, the Tenants received the notice of hearing. The notice of hearing contained clear instructions for how to connect to the hearing. It included a Zoom link that one can simply click on to join the hearing, and there is an explicit instruction that if the link does not open, one can type the link into an internet browser.
14. In addition, there are clear instructions for how to join the hearing by telephone if a person does not have access to the internet.
15. Additionally, there is a section of the notice of hearing dedicated to technical assistance. This includes links to help one learn more about how to join a hearing and what to expect, as well as an email address and phone numbers for LTB technical support.
16. The Tenants did not phone or email the LTB's technical assistance line on the hearing day. They did not try calling into the hearing room using a telephone when they had trouble with the Zoom link. It seems that they did not carefully review the notice of hearing that they received to ensure they understood how to connect to the hearing, despite the notice of hearing also including the following statement in all cap, bolded font: **"THIS HEARING WILL DEAL WITH A POSSIBLE EVICTION FROM THE RENTAL UNIT"**.
17. The Tenants tried to click on a link, and when they encountered an issue, they decided to go attend another appointment instead of taking any of a number of reasonable steps available to them to attend the hearing, or at least to inform the LTB and/or the Landlord why they were not present. This behaviour in the course of a legal proceeding cannot be said to amount to reasonable diligence.
18. Even if they tried logging in on December 8, 2025 and saw a message about a hearing being cancelled, this should have prompted the Tenants to take some other reasonable step, such as calling the LTB, or at the very least, contacting the Landlord. This is because AR said the same thing happened on September 9, 2025, but it is obvious that hearing had not actually been cancelled. Had the Tenants read the order issued on September 16, 2025 relative to LTB-L-051893-25, they would have seen that the matter was called forward in the hearing room that day, the Landlord's agent and representative were present, and the Tenants were not present or represented.
19. I find that the Tenant's failure to attend the December 8, 2025 hearing was the result of their own lack of reasonable diligence.
20. On the basis of the submissions made in the request, I am not satisfied that the Tenants were not reasonably able to participate in the proceeding.
21. Order LTB-L-080981-25 will remain unchanged, and the stay on that order will be lifted. The lifting of the stay will be delayed to April 15 to give the Tenants time to secure other living accommodation.

It is ordered that:

1. The request to review order LTB-L-080981-25 issued on December 15, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 21, 2026 is cancelled. The stay of order LTB-L-080981-25 is lifted on April 15, 2026.

March 16, 2026
Date Issued

Mark Melchers
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.