



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

Citation: Kulas v Riley, 2026 ONLTB 25407

Date: 2026-03-26

File Number: LTB-L-081428-25-RV

In the matter of: A, 295 CROCKETT ST
HAMILTON ON L8V1H5

Between: Ivan Kulas Landlord

And

Jessica Riley Tenant

Review Order

Ivan Kulas (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Riley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-081428-25 issued on December 18, 2025.

On February 12, 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 February 13, 2026 interim order LTB-L-081428-25-RV-IN was issued, staying the order issued on December 18, 2025.

This application was heard by videoconference on March 23, 2026.

The Landlord, the Landlord's legal representative, Anthony Corso, and the Tenant attended the hearing.

Determinations:

Request to Review

1. In the request to review, the Tenant claimed she was not reasonably able to participate in the original hearing, which took place on December 11, 2025.

2. At the review hearing, the Tenant explained that the reason she did not attend the December 11, 2025 hearing was that she experienced domestic violence the morning of the hearing. This and the consequences flowing from it rendered the Tenant unable to attend the hearing.
3. The Tenant explained that early in the morning, around 4:00 a.m., on December 11, 2025 she had to flee her home because of violence from her now-former partner. The Tenant's phone had been taken from her, so she had to flag someone down on the street, and used their phone to call 911.
4. The Tenant has two young children and a 17-year-old, and said it took time to be able to get out of the unit safely.
5. After the Tenant called 911, the police attended the unit. It took some time, but they eventually apprehended the Tenant's former partner, who was taken for psychiatric care.
6. After this, the Tenant did not have access to her phone, which had been broken. This meant that she could also not access her email, which required two-factor authentication through her phone. She therefore did not have access to the notice of hearing, or contact information from her phone or email account.
7. The Tenant used a friend's phone to google the LTB's phone number, and tried calling the customer service line, but the Tenant said there was a message saying the LTB's phone line was down. The Tenant was not able to connect to the hearing, because she did not have access to the connection details.
8. The Tenant did not present supporting documentary evidence relative to the incident of domestic violence that occurred on December 11, 2025. She explained she was not able to secure a copy of the police report because her government-issued identification had been lost or destroyed on December 11, 2025. This rendered her unable to obtain a copy of the incident report from police until her identification is replaced, which she is in the process of doing.
9. I found the Tenant to be a credible witness, and accept her evidence relative to what happened on the morning of December 11, 2025.
10. 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.
11. 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.

12. 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.
13. The reason the Tenant did not have access to the details to connect to the hearing was directly related to the domestic violence she experienced the morning of the hearing. I accept that the Tenant was not reasonably able to participate in the December 11, 2026 hearing for this reason.
14. The request to review is granted. As a result, order LTB-L-081428-25 issued on December 18, 2025 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

15. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
16. As of the hearing date, the Tenant was still in possession of the rental unit.
17. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
18. The rent arrears owing to March 31, 2026 are \$4,000.00.
19. There was a dispute as to whether the Landlord collected a rent deposit from the Tenant. The tenancy began in 2014, and given the passage of time, the Landlord was not able to give specific evidence about whether a rent deposit was collected.
20. The Tenant was certain she paid a rent deposit of \$900.00. She said she specifically remembers giving the Landlord first and last months’ rent on March 28, 2014.
21. The rent deposit is addressed at clause 10 of the tenancy agreement (DOC-7620507, p. 3). There are check boxes for a deposit being required, or a deposit not being required. Neither box is checked off, but next to the box requiring a deposit, the amount of \$900.00 is filled in.
22. This, and that the lease was signed on March 28, 2014 is consistent with the Tenant’s oral evidence. The lease was provided by, and filled in by, the Landlord. To the extent that there is ambiguity in the written lease, pursuant to the doctrine of *contra proferentum*, the ambiguity should be construed against the Landlord.

23. I accept the Tenant's evidence and find that the Landlord collected a rent deposit of \$900.00 on March 28, 2014. No interest has been paid on the rent deposit.
24. The Landlord incurred a fee of \$186.00 to file this application, and is entitled to recover this amount.
25. Accordingly, the total amount the Tenant owes the Landlord is \$4,186.00.

Relief from Eviction

26. The Tenant explained that the current rent arrears started accruing because even though she "did [her] taxes" for 2024, they did not get filed. The Tenant then did not receive her child tax benefit in July 2025, and did not have any money. Until this issue was resolved, the Tenant had to focus on providing food for her children.
27. The issue has since been resolved, and the Tenant is again receiving the child tax benefit. She has also arranged for her monthly rent to be paid directly to the Landlord by Ontario Works ('OW'). OW has directly paid the monthly rent for the months of January, February, and March 2026.
28. The Tenant asked that a payment plan be implemented. She said she can afford to pay \$250.00 per month toward the arrears in addition to the rent, beginning with a payment by the end of March 2026. She also said that she has received confirmation that she is entitled to \$3,200.00 from the City of Hamilton's Housing Emergency Fund to help her salvage her tenancy.
29. I accept the Tenant's evidence relative to her ability to repay the rent arrears, with the assistance of the Municipality's Housing Emergency Fund.
30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
31. The Tenant will be required to pay \$250.00 to the Landlord, in addition to the monthly rent, on or before March 31, 2026, April 20, 2026, and May 20, 2026. The Tenant will be required to pay the lawful monthly rent in full and on time beginning on April 1, 2026 and for the duration of this payment plan.
32. After the May 20, 2026 payment, the rent arrears will have been reduced to \$3,436.00 (\$4,186.00 - \$750.00). This entire balance owing must be paid on or before June 20, 2026. The Tenant was certain that the Municipality would pay \$3,200.00 toward the arrears by this date. With this \$3,200.00, and an additional \$236.00 paid by the Tenant on or before June 20, 2026, the Tenant's rent arrears will be cleared.
33. This is a realistic and relatively short payment plan. In all the circumstances, it is not unfair to the Landlord to implement this payment plan.

It is ordered that:

1. The request to review order LTB-L-081428-25 issued on December 18, 2025 is granted.
2. Order LTB-L-081428-25 issued on December 18, 2025 is cancelled and replaced by the following:
3. The Tenant shall pay to the Landlord \$4,186.00 for arrears of rent up to March 31, 2026 and costs.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:
 - a) \$250.00 on or before March 31, 2026;
 - b) \$250.00 on or before April 20, 2026;
 - c) \$250.00 on or before May 20, 2026; and
 - d) \$3,436.00 on or before June 20, 2026.
5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026 to June 30, 2026, or until the arrears are paid in full, whichever date is earliest.
6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 26, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.