



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

Citation: 1297760 Ontario Ltd v Verbeek, 2026 ONLTB 14883

Date: 2026-03-30

File Number: LTB-L-088437-25-RV

In the matter of: 105, 443 PEARL ST
BURLINGTON ON L7R2N2

Between: 1297760 Ontario Ltd Landlord

And

Stephen Verbeek Tenant

Review Order

1297760 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Stephen Verbeek (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-088437-25 issued on January 8, 2026.

On January 8, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding.

On January 20, 2026, interim order LTB-L-088437-25-RV-IN was issued, staying the order issued on January 8, 2026.

This request was heard by videoconference on March 26, 2026. The Landlord's Agent, Rosanna Campione and the Tenant attended the hearing.

Preliminary Issues:

The application was adjourned on February 10, 2026, due to time constraints. Following the hearing, the presiding Member issued an interim order on February 19, 2026, directing the Tenant to pay the rent as it came due.

After hearing and granting the Tenant's request to review the order, I stood the matter down at approximately 2:30 p.m. and advised the parties that I would hear the merits after addressing the other review requests on the docket. At 3:45 p.m., when I called the matter again, the Tenant did not respond either to my request to speak or to numerous prompts to unmute his device. For the rest of the hearing, the Tenant remained in the hearing with his video turned off but would not speak. I therefore proceeded with the hearing of the Landlord's application.

Determinations:

The Request

1. The Tenant alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding of December 11, 2025, which resulted in the order terminating the tenancy for nonpayment of rent.
2. In support of the request, the Tenant testified that he had no access to the mailbox for an unknown seven-week period and his request for a replacement key was ignored by the Landlord. As a result, he did not receive the Notice of Hearing and was unaware of the hearing. The Tenant also claimed that he only received the mailbox key in February 2026, or between January 7 and 10, 2026, or on at the end of December 2025.
3. With respect to the allegation of a serious error, the Tenant stated that the option was chosen by mistake. The review request does not contain any information that would establish the existence of a serious error in the order.
4. The Landlord argued that the Tenant informed them about the mailbox issue via email on November 30, 2025. The Landlord provided an invoice dated December 1, 2025, showing she purchased replacement keys, and stated that on the same day, they left it for the Tenant in a milk box beside the unit.
5. On cross-examination, the Landlord stated that she could not provide the email from November 30, 2025, and was mistaken on how she became aware that the Tenant required replacement keys. The Landlord was also unable to provide any prove that the Tenant was informed that the keys were placed in the milk box for him to pick up.
6. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding*".
7. Based on all the evidence, I do not find the Tenant to be credible, given the numerous inconsistent dates he provided as to when he received the mailbox key. However, while I accept that the Landlord purchased replacement keys on December 1, 2025, the Landlord has not established when the Tenant was given the keys or told where to find it. Hence, I find on a balance of probabilities that the Tenant had no access to the mailbox and may not have received the Notice of Hearing.
8. On the basis of the submissions made in the request, I find on a balance of probabilities that the Tenant was not reasonably able to participate in the proceeding.

The Application

9. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$1,980.00. It is due on the first day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$65.10. This amount is calculated as follows: \$1,980.00 x 12, divided by 365 days.
13. The Tenant has paid \$1,980.00 to the Landlord since the application was filed.
14. The rent arrears owing to March 31, 2026, are \$9,900.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,980.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
17. Interest on the rent deposit, in the amount of \$30.53 is owing to the Tenant for the period from July 2, 2025, to March 26, 2026.

Relief from Eviction

18. The Landlord testified that the Tenant had not paid any rent since the application was filed in October 2025, and that despite the interim order requiring him to pay the rent when due, he failed to do so. The Tenant paid \$1,000.00 on March 2, 2026, and \$980.00 on March 3, 2026.
19. The tenancy commenced in July 2025, and at that time, the Tenant informed the Landlord that he was employed.
20. The parties attempted mediation on February 10, 2026, and to protect the integrity of that process, I did not permit the Landlord to repeat information she obtained during the settlement discussions.
21. The Tenant appears to have issues regarding the rental unit but did not complete the form *Issues a Tenant Intends to Raise at a Rent Arrears Hearing*. If the Tenant wishes to pursue those issues, he may consider filing his own application against the Landlord.
22. For a tenancy that commenced about nine months ago, the outstanding amount is substantial, and the Tenant failed to pay any rent for five consecutive months. In these circumstances, granting relief from eviction will be prejudicial to the Landlord.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to

negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-088437-25 issued on January 8, 2026, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on January 20, 2026, is cancelled and replaced by this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,086.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,066.00 if the payment is made on or before April 10, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 10, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 10, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,788.07. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$65.10 per day for the use of the unit starting March 27, 2026, until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026, at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before April 10, 2026, then starting April 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 11, 2026.

March 30, 2026

Date Issued

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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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 11, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$11,880.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,980.00
Total the Tenant must pay to continue the tenancy	\$10,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2026

Rent Owing To April 30, 2026	\$13,860.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,980.00
Total the Tenant must pay to continue the tenancy	\$12,066.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,592.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,980.00
Less the amount of the last month's rent deposit	- \$1,980.00
Less the amount of the interest on the last month's rent deposit	- \$30.53
Total amount owing to the Landlord	\$7,788.07
Plus, daily compensation owing for each day of occupation starting March 27, 2026	\$65.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	