



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

Citation: Weston Property Management v Renquist, 2026 ONLTB 28148

Date: 2026-04-10

File Number: LTB-L-081329-25-RV

In the matter of: 701, 1775 WESTON RD
YORK ON M9N3P8

Between: Weston Property Management Landlord

And

Meagan Renquist Tenant

Review Order

Weston Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Meagan Renquist (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-081329-25 issued on January 9, 2026. The Tenant was not present or represented at the original hearing, which took place on December 9, 2026.

On March 4, 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 March 5, 2026 interim order LTB-L-081329-25-RV-IN was issued, staying the order issued on January 9, 2026. The eviction order was already enforced by the Court Enforcement Office ('Sheriff') by the time the March 5, 2026 order was issued.

This request to review was heard by videoconference on March 23, 2026.

The Landlord's agent, Maria Doria ('MD'), the Landlord's legal representative, Allistair Trent ('AT'), and the Tenant attended the review hearing.

Determinations:

1. In the request to review, the Tenant claims she was not reasonably able to participate in the December 9, 2025 hearing because she was not aware of it before the hearing date.
2. At the review hearing, the Tenant said that she did not know about the hearing, and did not even know she had rent arrears. The Tenant said she realized that she never had a key for her mailbox after she moved into the unit around June 1, 2025.

3. The Tenant did not present any evidence that she asked the Landlord for a mailbox key or that the Landlord ever refused to provide one. She also presented no evidence that she made any attempt to check her mail during the relevant time. MD said that it is the Landlord's standard practice to provide tenants with their mailbox keys at move in, and that the Landlord retains a spare mailbox key.
4. The LTB properly served the Tenant with notice of hearing by mail. The notice of hearing was mailed on November 5, 2025, and was therefore deemed to have been served on November 10, 2025: r. 3.9(a), *LTB Rules of Procedure*.
5. The Tenant said that on the day the Sheriff enforced the eviction order, her mailbox was opened for her, and the notice of hearing was in the mailbox.
6. She said that she would have checked her mail if she had been expecting something, but that she does not get much mail, and receives most of her bills by email.
7. The Landlord presented a certificate of service, providing that a copy of the notice of hearing and the Landlord's disclosure for the December 9, 2025 hearing was slipped under the rental unit door on December 4, 2025 (DOC-7508997, p. 1). In addition to claiming that she did not receive the notice of hearing from the LTB because she did not check her mail, the Tenant also said she did not receive the notice of hearing or disclosure slipped under her door.
8. The Landlord also filed a certificate of service with the application, providing that the N4 notice on which the application is based and a rental ledger were slipped under the rental unit door on September 12, 2025 (DOC-7508997, p.2). The Tenant said she also did not receive this N4 notice.
9. The Landlord also presented 8 letters addressed to the Tenant identifying the outstanding rental arrears as of the dates of the letters. One letter was sent between the 6th and 12th day of each month from July 2025 to February 2026. The Tenant also claimed she did not receive any of these letters.
10. MD said that the Landlord gives tenants with rent arrears these arrears letters each month, and also contacts tenants in rent arrears by phone to talk about the arrears. She said that the Landlord tried calling the Tenant, but the phone number on file for the Tenant was not working.
11. I do not accept the Tenant's evidence that she did not receive any of the documents served by the LTB and the Landlord. I do not consider the Tenant's evidence that she did not have a mailbox key to be relevant because there was no evidence that she made any attempt to check her mail or to request a mailbox key from the Landlord. She simply did not check her mail.
12. It is conceivable that the Tenant may have not, in fact, checked her mail and therefore did not receive the notice of hearing from the LTB before the hearing date, but that does not mean the notice of hearing was not properly served on her by the LTB: see rr. 3.1(e) & 3.9(a), *LTB Rules of Procedure*.
13. I also do not accept that the Tenant did not receive the N4 notice, the notice of hearing and disclosure, or any of the 8 rent arrears letters delivered to her by the Landlord. The

Tenant's evidence that every single document about her rent arrears and about the December 9, 2025 hearing somehow went missing is simply not credible. The Tenant knew or ought to have known that she was in rent arrears. This is both because she knew or ought to have known the lawful rent charged and what she had paid, and because she was served with the N4 notice and was given 5 of the above-referenced rent arrears letters by November 10, 2025.

14. Even if I accept that the Tenant did not receive the notice of hearing from the LTB because she had not checked her mail, I do not find the Tenant's position that she did not check her mail because she was not expecting anything to be reasonable, given the N4 notice and rent arrears letters that she was given.
15. Even if the Tenant not checking her mail was reasonable, I also find that she was served with the notice of hearing and disclosure by the Landlord on December 4, 2025, in advance of the December 9, 2025 hearing.
16. 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.
17. 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.
18. 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.
19. In this case, I cannot find that the Tenant was not reasonably able to participate in the hearing. If she did not know about the hearing before it happened, this was caused by her own negligence or lack of reasonable diligence, given the numerous documents given to her at various times relative to her rent arrears and the December 9, 2025 hearing. There was no reasonable explanation for the Tenant's failure to attend the hearing.
20. On the basis of the submissions made in the request, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding.
21. Given that the Sheriff already enforced the eviction order and the request to review is denied, the stay on the January 9, 2026 order is lifted immediately.

It is ordered that:

1. The request to review order LTB-L-081329-25 issued on January 9, 2026 is denied. The order is confirmed and remains unchanged.

2. The interim order issued on March 5, 2026 is cancelled. The stay of order LTB-L-081329-25 is lifted immediately.

April 10, 2026
Date Issued

Mark Melchers
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.