



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

Citation: YMCA HAMILTON BURLINGTON BRANTFORD v BARBOSA, 2026 ONLTB 28796

Date: 2026-04-08

File Number: LTB-L-012206-25-RV

In the matter of: 242, 79 JAMES ST S
HAMILTON ON L8P2Z1

Between: YMCA HAMILTON BURLINGTON BRANTFORD Landlord
YMBC HBB

And

JERRY BARBOSA Tenant

Review Order

YMCA HAMILTON BURLINGTON BRANTFORD and YMBC HBB (the 'Landlord') applied for an order to terminate the tenancy and evict JERRY BARBOSA (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully caused undue damage to the premises.

YMCA HAMILTON BURLINGTON BRANTFORD and YMBC HBB (the 'Landlord') also applied for an order requiring JERRY BARBOSA (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has 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-012206-25 issued on January 7, 2026.

On February 5, 2026, the requested a review of the order.

On February 6, 2026, interim order LTB-L-012206-25-RV-IN was issued, staying the order issued on January 7, 2026

The request to review was heard by videoconference on March 4, 2026.

Tenant attended the hearing. The Landlord's agent Lindsay McCormick attended the hearing.

Determinations:

1. The order issued January 7, 2026 terminated the tenancy and found the Tenant owes the Landlord \$3,000.00. The Tenant seeks to review that order.
2. The Tenant submits that he was not reasonably able to participate in the hearing because he did not receive the Notice of Hearing.
3. The Tenant's position is that he did not receive the Notice of Hearing because he does not regularly receive mail at his unit and had redirected his mailing address elsewhere.
4. I accept that the Tenant may have experienced issues receiving mail at his unit. However, the evidence before me does not establish, on a balance of probabilities, that the Tenant did not receive notice of the hearing.
5. The Landlord provided evidence that notices of hearing are routinely delivered to tenants by posting them on or under their unit doors. The Landlord's witness, Justin Loach, testified that the Notice of Hearing for the relevant proceeding was delivered in this manner.
6. I also accept the Landlord's evidence that the Tenant has, at times, attended at the front desk to collect mail and that staff made efforts to ensure tenants were aware of hearing dates. The Tenant acknowledged receiving notice of an earlier hearing, which supports a finding that the Landlord's method of providing notice was effective.
7. On a balance of probabilities, I find the Tenant received notice of the hearing and did not attend the hearing. A party has an obligation to exercise reasonable diligence in monitoring their proceedings. In the circumstances, I find that the Tenant's failure to participate was, at least in part, the result of a lack of reasonable diligence. Accordingly, the request to review is denied.

It is ordered that:

1. The request to review order LTB-L-012206-25 issued on January 7, 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-012206-25 is lifted immediately.

April 8, 2026
Date Issued

Bryan Delorenzi
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.