



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

Citation: WCP Lofts 1 LP (DBA Foundry Lofts) v Osaruemwense, 2026 ONLTB 30806

Date: 2026-04-14

File Number: LTB-L-102086-25-RV

In the matter of: Building 2, Unit 406, Bedroom 1, 3490 SCHMON
PKY
THOROLD ON L2V0C4

Between: WCP Lofts 1 LP (DBA Foundry Lofts) Landlord

And

Gabriella Osaruemwense Tenant

Review Order

WCP Lofts 1 LP (DBA Foundry Lofts) (the 'Landlord') applied for an order to terminate the tenancy and evict Gabriella Osaruemwense (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-102086-25, issued on February 18, 2026.

On April 14, 2026, the Tenant requested an extension of the deadline to file a request to review the order.

Reasons:

1. For the following reasons, the request to extend the deadline is denied.
2. The Landlord applied to terminate the tenancy because of rent arrears. The application was heard on February 11, 2026. The Tenant did not attend the hearing, and the matter was decided based on the Landlord's evidence. The Landlord and Tenant Board (LTB) found that the monthly rent was \$818.00, and that the Tenant owed rent arrears and costs totalling \$4,793.00. On February 18, 2026, it ordered that the Tenant would be evicted if she did not pay the full amount owing by March 1, 2026.
3. The Tenant says that she did not attend the February 11 hearing because she did not know about it. She says that she did not receive the Notice of Hearing until February 21, after the hearing had happened. She seeks to request a review of the order on the basis that she was not reasonably able to participate in the hearing. The deadline to file a review request was March 20, 2026.
4. On April 14, 2026, the Tenant requested an extension of the deadline to request a review.

5. Pursuant to Rule 16.5, I have decided the extension of time request *ex parte*.
6. Rule 16.4 sets out the factors to be considered in an extension of time request. I will consider them each in turn.

Length of the delay

7. The deadline to request a review was 30 days from the date of the order. This request was filed 55 days from the date of the order, nearly twice the allowed timeframe. I find the delay to be significant.

Reasons for the delay

8. The Tenant gives the following reason for the delay:

The delay began around February 11. At that time, I was dealing with a medical issue, and my mental health was also seriously affected. Because of these circumstances, I was not in a position to properly respond or take the necessary steps within the required timeline. The delay was not intentional and was caused by health-related circumstances beyond my control.

9. The Tenant has not provided any information about the symptoms of her medical issues, what limitations or restrictions the issues caused, or how the issues prevented her from filing a review request on or before March 20, 2026.
10. In support of her position, the Tenant filed a copy of a form seeking deferral of university assignments and exams. In the form, a doctor gave their opinion that on February 3, 2026, the Tenant was experiencing a medical circumstance resulting in mild to moderate impairment of her academic functioning. The Tenant offers the form as evidence that her ability to file a review request on time was also impaired.
11. The form does not provide any information about the symptoms of the Tenant's medical conditions, and does not identify any limitation or restriction other than "mild/moderate impairment of academic functioning." It does not assist in determining whether and to what extent the Tenant's ability to file a review request was impaired. A review request is a much simpler task than a university assignment or exam.
12. In sum, the Tenant has given no meaningful explanation for the delay in filing her review request. She has only asserted that she had an unspecified medical condition which prevented her, in an unspecified way, from filing the review request.

Prejudice a party may experience

13. In *Magno v. Lakhany*, 2025 ONSC 5235 (CanLII), a tenant did not give an adequate explanation for a 214-day delay in filing a review request. The LTB denied the extension of time. On appeal, the Divisional Court held that the LTB ought to have considered that the tenant was alleging she had not had notice of the proceeding and an opportunity to participate. This was an issue of central importance to the integrity of the LTB's process. The LTB ought to have granted the extension of time.

14. In the present case, the Tenant is also alleging that she did not have notice of the proceeding, which is of central importance to the integrity of the LTB's process. If the extension is not granted, she will be denied the opportunity to give evidence showing that she did not receive the notice of hearing and, if successful, to have her case re-heard. *Magno* confirms that the prejudice to her must be viewed as significant.
15. On the other hand, if the extension is granted, the Landlord will be significantly prejudiced. In February, the Tenant owed \$4,793.00. She has not indicated that she made any payments since then, so she may currently owe as much as \$6,429.00. If the order is stayed pending a review hearing, then further arrears will accrue if the Tenant does not pay. The Landlord has an interest in enforcing the order and terminating the tenancy as soon as possible.

Whether any prejudice may be remedied

16. The Tenant has not indicated, in her request, that she will make any payments. She indicates that she previously proposed a payment plan of \$500.00 monthly, which the Landlord refused. She does not indicate that she still intends to make those payments to alleviate prejudice to the Landlord.

Whether the request is made in good faith

17. It is impossible to determine, from the request, whether the Tenant is making it in good faith or whether she is simply trying to buy time to live rent-free. If the Tenant had given more information about her medical issues, or if she had indicated that she had been paying her ongoing rent, then I might conclude that she was acting in good faith. As it is, I can draw no conclusion one way or the other on this question.

Analysis

18. Pursuant to *Magno*, the fact that the Tenant is alleging she did not receive the Notice of Hearing weighs strongly in favour of granting the extension of time.
19. However, in *Magno*, there was little prejudice to the landlord in granting the extension of time. *Magno* concerned an order for payment of arrears only. The tenancy had already terminated, so a delay in enforcement would not result in any further arrears accruing.
20. In the present case, the prejudice to the Landlord weighs strongly against granting the extension of time. That is particularly true since the Tenant has not proposed to make any payments to alleviate the prejudice to the Landlord.
21. The Tenant has offered no meaningful explanation for the significant delay in filing this request, which also weighs strongly against granting the extension of time.
22. In the normal course, parties are expected to meet deadlines, and are entitled to finality once deadlines have elapsed. After weighing the above factors, I am not satisfied that the deadline should be extended in this case.

It is ordered that:

1. The request to extend the deadline to request a review of order LTB-L-102086-25, issued on February 18, 2026, is denied.

April 14, 2026
Date Issued

Dale Whitmore
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.