



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

Citation: Bao v Wright, 2026 ONLTB 30254

Date: 2026-04-15

File Number: LTB-L-072046-25-RV

In the matter of: 186 FERNWOOD CRES
HAMILTON ON L8T3L4

Between: Hua Bao Landlord

And

Cheryl Wright Tenant

Review Order

Hua Bao (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Wright (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-072046-25 issued on January 28, 2026. The hearing was held on January 12, 2026. As of 9:18 a.m., the Tenant was not present or represented.

On February 27, 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 2, 2026, interim order LTB-L-072046-25-RV-IN was issued, staying the order issued on January 28, 2026.

This application was heard by videoconference on April 13, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant states she was unable to participate in the proceedings which was heard on January 12, 2026, because she did not get a copy of the Notice of Hearing.
2. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings and that the Tenant was not reasonably able to participate in the proceeding.
3. The Tenant's evidence is that she left the rental unit on October 31, 2025, therefore, she terminated her tenancy in accordance with the N4 Notice of Termination, ('N4') and she did (a) not receive the Notice of Hearing (unable to participate) and (b) not owe the arrears claimed on the Landlord's L1 application (serious error).

4. In reviewing the file history, the Board's records indicate the Landlord's L1 application was filed on October 20, 2025. The Notice of Hearing ('NOH') was mailed to the Tenant on December 4, 2025. No mail was returned by Canada Post.
5. The Tenant says she moved into another rental unit after vacating the rental unit that is the subject of the Landlord's application. She says she emailed the Landlord indicating that she had vacated the rental unit October 31, 2025. The Tenant did provide the Board with a new mailing address but only did so when she filed the request to review order LTB-L-072046-25 filed on about March 3, 2026. The Tenant says she only became of the order when the Landlord emailed her a copy.
6. The Landlord's evidence, supported by screen shots, was that he texted the Tenant on October 21, 2025, that he had filed the L1 application with the Board.
7. The Landlord also advises he only obtained possession of his rental unit after enforcement with the Sherrif; therefore, there is no error on the L1 application, because he was never told the Tenant vacated the rental unit.
8. The leading case in this area is *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII) which found that a party's non-appearance at a hearing was due to a lack of diligence by the party. The court found that the Board was justified in refusing the party's review request. The court goes on to state:

Lack of diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that lack of diligence constituted a reason not to grant the landlord a rehearing. If parties are not diligent in dealing with legal proceedings, then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders¹.
[Emphasis added]

9. I find that the Tenant knew, or ought to have known, that proceedings at the Board had begun against her. I accept the Landlord's evidence which demonstrates he advised the Tenant on about October 21, 2025, that he advised the Tenant he had filed the L1 application with the Board.
10. The Tenant led no evidence to suggest that she arranged for her mail to be forwarded to her new address, or that she contacted the Board to advise them of her new address, neither did she reach out to her Landlord to ask about a hearing. It appears the Tenant did not take even cursory steps to exercise due diligence, which had she done so, would have ensured she was able to participate in the hearing.
11. Even if I was to accept the Tenant's evidence that she could not participate at the hearing, I am not satisfied that there was a serious error in the order issued January 28, 2026. The Tenant's assertion that she told the Landlord that she vacated the rental unit, her evidence was that she emailed this to the Landlord. However, the Tenant confirmed that the e-mail

¹ *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), paragraph 8

address she sent this e-mail to was a “Hotmail” e-mail address which she says was in her contacts list.

12. The Landlord states his e-mail address is a “Gmail” account, which is confirmed in the Board’s records. However, the Landlord added that in May 2026, the Tenant had written him, via e-mail, asking for a reference, and this request was sent to his correct e-mail address, and he had replied to this e-mail address. The Tenant asked the Landlord, in cross-examination, how she would have the wrong e-mail address. The Landlord admitted he had no idea, as his e-mail address had never changed throughout the tenancy. The parties had communicated using the Gmail account as recently as May 2026, and this was the same e-mail address the Tenant used to pay her rent via e-transfer. Further still, the parties were communicating via text message.
13. Although I believe the Tenant did send an e-mail to an e-mail address on October 31, 2025, it does not accord why this e-mail address was not the same e-mail address the parties had used to communicate throughout the tenancy. Further, the Tenant did not take any additional steps to confirm receipt of the e-mail she says she sent, nor did the Tenant provide a satisfactory explanation as to how she came to have the wrong e-mail address in her records despite having communicated using the correct e-mail address previously.
14. In my view, the onus is on the Tenant to confirm with the Landlord that she vacated the rental unit. The Landlord cannot possibly know the Tenant vacated without some notice to support this. I accept the Landlord’s evidence that he only became aware that the Tenant vacated the rental unit when the Sherrif attended for enforcement. The Tenant failed to exercise due diligence to ensure the Landlord was aware that she vacated the rental unit.
15. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The request to review order LTB-L-072046-25 issued on January 28, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 2, 2026, is cancelled. The stay of order LTB-L-072046-25 is lifted immediately.

April 15, 2026

Date Issued

Jane Dean

Member, Landlord and Tenant Board

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