



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

**Citation:** DREWLO HOLDINGS INC v Stride, 2026 ONLTB 31027

**Date:** 2026-04-15

**File Number:** LTB-L-066429-23-RV

**In the matter of:** 2405, 310 DUNDAS ST  
LONDON ON N6B3R6

**Between:** DREWLO HOLDINGS INC

Landlord

**And**

Grace Stride

Former  
Tenant

### **Review Order**

DREWLO HOLDINGS INC (the 'Landlord') applied for an order requiring Grace Stride (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was resolved by order LTB-L-066429-23 issued on February 13, 2026 pursuant to a hearing held on February 10, 2026 attended by the Landlord's Representative, Susan Pelton, the Tenant, and the Tenant's Representative, Tanesha Farquharson.

On April 14, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

### **Determinations:**

#### Request to Extend Time

1. The order under review was issued on February 13, 2026. The 30-day deadline to file a review request fell on March 15, 2026, which is a Sunday so the date the deadline effectively fell was March 16, 2026. The Tenant filed this review request and request to extend time on April 9, 2026, a delay of approximately 24 days.
2. The Tenant states in their request that they filed the request as soon as they were able given their circumstances, but due to their learning disability related to language they did not understand the legal processes, remedies and deadlines associated with them.

Additionally, while the Tenant sought legal assistance through a community legal clinic there was a delay in receiving this assistance, which the Tenant required in order to be able to file this request.

3. The Tenant states that they will be severely prejudiced if this request is denied as it will cause them considerable financial hardship and continued housing instability if the order is enforced, whereas the Landlord is not likely to be as prejudiced by the granting of this request as it will only result in a delay of enforcement of a monetary order.
4. The request appears to be made in good faith. When considering the above factors, I find that the Tenant would be prejudiced to a greater extent by denying this request than the Landlord would be by granting the request. I also find that the delay is not unreasonable in the circumstances described by the Tenant.
5. For the reasons above, the Tenant's request to extend time is granted.

#### Review Request

6. The Tenant requests this review on the basis that they were not able to reasonably participate in the proceeding.
7. The hearing pursuant to which this request is filed was held on February 10, 2026. The Tenant was both present and represented throughout the hearing.
8. The substance of the Tenant's review request is that despite being present, they were not able to reasonably participate as they suffer from a learning disability. Specifically, the Tenant submits they were not able to reasonably participate as it was not considered in the hearing that due their disability they were unable to understand the meaning of the Ontario Standard Lease and N11 Agreement the Tenant signed with the Landlord.
9. I note that the review request indicates:

*"5. THE ISSUE OF THE TENANT'S DISABILITY AND ITS IMPACT ON HER ABILITY TO UNDERSTAND AND PARTICIPATE IN THE TENANCY AGREEMENT AND HEARING PROCESS WAS NOT MEANINGFULLY RAISED OR CONSIDERED AT THE HEARING.*

*6. ON FEBRUARY 10, 2026, THE MEMBER TOOK SUBMISSIONS FROM THE LANDLORD'S REPRESENTATIVE AND THE TENANT'S REPRESENTATIVE; HOWEVER, THE TENANT HERSELF DID NOT MEANINGFULLY PARTICIPATE IN THE HEARING PROCESS.*

*7. AS A RESULT, THE TENANT WAS DEPRIVED OF A MEANINGFUL OPPORTUNITY TO PRESENT EVIDENCE AND MAKE SUBMISSIONS REGARDING HER LACK OF UNDERSTANDING OF THE LEASE AGREEMENT AND THE N11."*

10. The review request acknowledges that this issue was not raised to the Member in the hearing. Absent a serious error, a review is not an opportunity to reargue your case in hopes of a more favourable outcome. Nor is it an opportunity to present evidence and submissions that could and should have been presented at the original hearing.
11. While the Tenant submits that they were denied a meaningful opportunity to participate in the hearing, a review of the recording shows the opposite.
12. The recording reflects at 17:00 that the Tenant requests to say something after the Member indicates they intend to conclude the hearing. Prior to the Member answering, the Tenant's Representative interjects and asks if the matter the Tenant wishes to speak about could wait until after the hearing, and the Tenant indicated that it could.
13. Despite this exchange, the Member then proceeds to offer the opportunity to the Tenant to stand down the application in order to ensure the Tenant has an opportunity to present further evidence or submissions should they wish to do so after receiving advice from the Tenant's Representative. The matter is then stood down for the Tenant to receive advice from Tenant's Representative prior to the conclusion of the hearing.
14. The recording reflects that at 33:06 the matter was re-called and the Tenant's Representative states to the Member that, "There's nothing to add." The matter was only then concluded.
15. The Tenant was given ample opportunity to consult with their representative and present evidence or submissions, including those related to their disability, should they have wished to do so. There was no breach of procedural fairness in the manner in which the hearing was conducted that could lead to a finding that the Tenant was not provided a meaningful opportunity to participate in it.
16. 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.

**It is ordered that:**

1. The request to review order LTB-L-066429-23 issued on February 13, 2026 is denied. The order is confirmed and remains unchanged.

**April 15, 2026**  
**Date Issued**

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Benjamin Seigel  
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.