



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

**Citation:** KILLAM APARTMENT REIT v LENNON, 2026 ONLTB 33326

**Date:** 2026-04-30

**File Number:** LTB-L-048387-25-RV

**In the matter of:** 209, 1355 SILVER SPEAR RD  
MISSISSAUGA ON L4Y2W9

**Between:** KILLAM APARTMENT REIT Landlord

**And**

JOHN LENNON Tenant

### **Review Order**

KILLAM APARTMENT REIT (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN LENNON (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-048387-25 issued on December 11, 2025.

On March 20, 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 23, 2026, interim order LTB-L-048387-25-RV-IN was issued, staying the order issued on December 11, 2025.

This review request was heard by videoconference on April 21, 2026.

The Landlord's agent, K. Arbuckle, the Landlord's legal representative, G. Paine, and the Tenant attended the hearing.

### **Determinations:**

1. The Tenant filed his request for a review alleging that he was not reasonably able to participate in the hearing held on October 6, 2025, because he did not receive a notice of hearing. He said that he did not receive the order, and he was unaware that the Landlord

sought to evict him until the Sheriff gave him a notice of imminent eviction. The Tenant was evicted on March 18, 2026, and he did not file his request for a review until March 20, 2026. Therefore, the Tenant is currently not living in the rental unit, but he seeks to gain repossession of his unit with this review request. The Landlord's agent, K. Arbuckle (KA) said that the unit has not been re-rented, and the Landlord has preserved the Tenant's possessions that remain in the unit.

2. The Tenant said that the residential complex is an apartment building with more than 100 units. He said that the mail is delivered by a postal worker to his door. The Tenant said, and KA confirmed, that the post is delivered to every single unit door in the residential complex. The Tenant said that sometimes the postal worker delivers the mail to the wrong door, and then he does not receive his mail, nor does he have any idea what has been delivered. It is undisputed that the Tenant has never made a written complaint to the Landlord about deficient mail delivery.
3. The Tenant also failed to attend a hearing for his review request on a different order, LTB-L-088947-23/LTB-T-020989-24, held on October 23, 2025. When he was shown an email sent to him on September 29, 2025, by the Landlord's legal representative, in advance of the L2 hearing on October 6, 2025, he said that it was sent to his correct email address, but he did not receive it because it must have gone into his junk mail. That email had all the evidence for the hearing to be held on October 6, 2025. The heading of the email referred to the October 6, 2025, hearing. When the Tenant was shown an email dated October 16, 2025, from the Landlord's legal representative with attached evidence for the October 23, 2025, review hearing, the Tenant again confirmed that it was sent to the correct email, but it must have gone into his junk mail.
4. The Tenant said that after he received a notice in March 2026 from the Sheriff that he was to be imminently evicted, he went to the Sheriff's office and told them that everything had been resolved with the Landlord. Even though he said he received no response from the Sheriff, he said that he did not take further action to stop the eviction because he thought the Sheriff understood the situation. He also submits that he did not receive the original notice of hearing, nor the original merits hearing order, and he believes the Landlord may have sabotaged the mail delivery. The Tenant submits that the Landlord has deceived the Board, and their true intent is to evict him and re-rent his unit at a higher rent.
5. The Landlord submits that the Tenant was reasonably able to participate in the hearing, but he failed to exercise due diligence in checking his mail, or in ensuring that he attends Board hearings. The Tenant was sent the notice of hearing by mail by the Board, and he was also sent an email with the evidence and a reminder of the date by the Landlord's legal representative. The Landlord submits that the Tenant has a history of failing to attend hearings, including a review hearing that was requested by the Tenant himself.
6. 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, or that the Tenant was not reasonably able to participate in the proceeding for the following reasons.
7. The Board mailed the notice of hearing to the Tenant on August 14, 2025, and the Landlord also sent him the evidence and a reminder of the date on September 29, 2025, a week before the hearing. Neither the Board package nor the email were bounced back to the sender. The Board mailed the hearing order to the Tenant on December 11, 2025.

That order did not get sent back to the Board. In fact, the Tenant's own evidence was that he did not act decisively to stop the eviction once he was informed about it. He waited until after he was evicted to file his request for a review. I find, on a balance of probabilities, that the Tenant has failed to exercise due diligence in checking his mail, or chose not to attend the hearing. He has not even exercised due diligence to take timely steps to preserve his tenancy once he was informed of an upcoming eviction. The Tenant did not attend his own review hearing on October 23, 2025. It is simply not credible that the post went astray, and that the Tenant's email was misdirected on so many occasions. A review is not meant to be an opportunity for parties to re-hear matters that they believe had an unfavourable outcome for them at first instance.

**It is ordered that:**

1. The request to review order LTB-L-048387-25 issued on December 11, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order LTB-L-048387-25-RV-IN issued on March 23, 2026, is cancelled. The stay of order LTB-L-048387-25 is lifted immediately.

**April 30, 2026**  
**Date Issued**

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Nancy Morris  
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.