



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

Citation: Bowman v Penner, 2026 ONLTB 36474

Date: 2026-05-07

File Number: LTB-L-105768-25-RV

In the matter of: 331527 SOUTHGATE SDR 33
MOUNT FOREST ON N0G2L0

Between: Sheldon Bowman Landlord

And

Jessica Jean Betty Ruth Penner Tenants
Trevor Cameron Gerrits

Review Order

Sheldon Bowman (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Jean Betty Ruth Penner and Trevor Cameron Gerrits (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-105768-25 issued on March 5, 2026

On March 13, 2026, the Tenant, Jessica Jean Betty Ruth Penner requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 13, 2026, interim order LTB-L-105768-25-RV-IN was issued, staying the order issued on March 5, 2026.

This review was heard by videoconference on April 30, 2026. The Landlord and the Tenant Jessica Jean Betty Ruth Penner attended the hearing.

Determinations:

1. The order issued on March 5, 2026 terminates the tenancy for non-payment of rent and was issued on a uncontested basis as the Tenants were not present or represented at the hearing held on February 24, 2026. As per the order, the Tenants owed to the Landlord \$12,900.00 as of February 28, 2026.
2. The Tenant's request for review is filed on the basis that the Tenants were not reasonably able to participate in the proceedings.
3. As explained below, I am not satisfied that the Tenants were not reasonably able to participate in the proceedings and as such, the request for review is denied.

4. The Tenant present at the review hearing confirmed receiving notice of hearing from the LTB prior to the February 24, 2026 hearing date, but stated that she did not attend the hearing because she was also scheduled to appear before the Superior Court for a family law matter that involved child custody.
5. The Tenant agreed that she did not submit a request to the LTB to reschedule the hearing. The Tenant also stated that she advised the Landlord of this scheduling conflict and that the Landlord did not respond to her request.
6. The Landlord disputed that the Tenant advised him of this request prior to the hearing date and stated that the Tenant only advised that she had to attend the family court proceedings after the LTB matter had concluded.
7. Neither party submitted into evidence a copy of this text message correspondence.
8. Based on the evidence and submissions before the Board, the Tenant's request for review must be denied.
9. The Tenant's own testimony confirms that she received notice of hearing from the LTB and that she was aware of the hearing date scheduled for February 24, 2026, but simply chose not to attend the LTB hearing because she had a conflicting court hearing scheduled.
10. At the review hearing, the Tenant present did not provide the Board with any documentary evidence confirming that she had a scheduling conflict on the February 24, 2026, hearing date or that she advised the Landlord of this conflict. I note however, that even if the Tenants had provided such documentation that the review request would still be denied based on the submissions before me.
11. The Divisional Court has repeatedly affirmed that parties to an application are required to follow the Board's process to reschedule or adjourn a hearing: *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 (Div. Ct.) (CanLII); *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.) (CanLII). Further, as stated by the Court in *Q Res IV Operating CP Inc. v. Berezovs'ka* 2017 ONSC 5541 "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 orders.
12. In this case, the Tenant knew she had a scheduling conflict with respect to two legal proceedings but took no steps to have the LTB proceedings rescheduled or adjourned. The evidence before me suggests that the Tenant simply made the decision to not attend the LTB proceeding.
13. In my view this is not a valid ground for review. Parties are required to exercise due diligence to ensure that their matters can be rescheduled and cannot demand a re-hearing of a matter because they failed to follow the Board's process on rescheduling or adjourning a proceeding.
14. As such, the Tenant's request for review is denied and the only issue left to consider is whether it would be unfair to delay lifting the stay of the March 5, 2026 order.

15. At the hearing the Tenant confirmed that no rent had been paid to the Landlord since the issuance of the March 5, 2026 order and that the arrears have increased to over \$17,000.00.
16. As such, I find that it would be unfair to delay lifting the stay of the March 5, 2026, order as it would likely result in additional arrears owing and prejudice to the Landlord. Therefore, the stay will be lifted immediately.
17. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The request to review order LTB-L-105768-25 issued on March 5, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 13, 2026, is cancelled. The stay of order LTB-L-105768-25 is lifted immediately.

May 7, 2026
Date Issued

Fabio Quattrociocchi
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.