



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

Citation: laboni v Dalbello, 2026 ONLTB 36476

Date: 2026-05-08

File Number: LTB-L-001159-26-SA-RV

In the matter of: 2 LAKE TRAIL WAY
WHITBY ON L1M0M3

Between: Ryan laboni Landlord

And

Dawn Dalbello Tenant

Review Order

Ryan laboni (the 'Landlord') applied for an order to terminate the tenancy and evict Dawn Dalbello (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on December 15, 2025 with respect to application LTB-L-082692-25.

This application was resolved by order LTB-L-001159-26 issued on January 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-001159-26. The motion was resolved by order LTB-L-001159-26-SA issued on March 27, 2026.

On April 2, 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 April 7, 2026, interim order LTB-L-001159-26-RV-IN was issued, staying the order issued on March 27, 2026 and directing the matter to a review hearing.

This review was heard by videoconference on April 30, 2026. The Landlord's legal representative Liam Walker and the Tenant attended the hearing.

Determinations:

Review Request:

1. The order issued on March 27, 2026 dismisses the Tenant's set aside motion as abandoned as the Tenant was not present or represented at the hearing held on March 25, 2026.

2. The Tenant's request for review is filed on the basis that the Tenant was not reasonably able to participate in the proceedings. As explained below, the Tenant's request for review is granted.
3. The Tenant testified that she did not receive notice of hearing from the LTB and therefore was unaware of the hearing scheduled for March 25, 2026. Although the Board's records confirm that notice of hearing was emailed to the parties on February 20, 2026, the Tenant maintained the position that she did not receive the notice of hearing and could not recall receiving any email from the LTB on or about this period.
4. The Landlord's representative opposed the Tenant's review request and argued that the Tenant's request is made in bad faith and to simply delay the Board proceedings. The Landlord's representative led no evidence however to suggest that the Tenant had in fact received notice or was aware of the hearing date scheduled for March 25, 2026.
5. The Board's records further confirm that the hearing of the set aside motion was originally scheduled for February 12, 2026 and was adjourned due to a scheduling overflow. The Tenant attended this hearing and was prepared to speak to the merits of the motion on this date.
6. Based on the evidence and submissions before the Board, I find on a balance of probabilities that the Tenant did not receive notice of hearing from the Board and therefore was unaware of and unable to participate in hearing held on March 25, 2026.
7. The Board's records confirm that the Tenant has attended each of the previously scheduled hearings for this matter (two prior hearings) and therefore, I find that the Tenant has acted in good faith and has shown an interest in participating in the proceedings since the application was filed.
8. As such the Tenant's request for review is granted and the hearing of the Tenant's set aside motion proceeded to be heard de novo (anew) on its merits.

Set Aside Motion – De Novo Hearing:

9. The order issued on December 15, 2025, is a repayment plan for arrears of rent. As per the order, the Board granted the Tenant relief from eviction by way of a repayment plan. At the time the order was issued, the Tenant owed to the Landlord \$10,894.00 for arrears of rent and costs. The Tenant was required per this order to pay to the Landlord the lawful rent in full and on time from January 2026 to April 2026 and to make payments towards the outstanding arrears on December 11 & 12, 2025 and on the 15th day of each month from January 2026 to April 2026.
10. The ex-parte order issued on January 14, 2026 terminates the tenancy because the Tenant failed to pay to the Landlord the lawful rent for January 2026 in full and on time.
11. The Tenant did not dispute breaching the prior order and therefore, the only issue to determine is whether it would be unfair in all of the circumstances to set aside the January 14, 2026 order.

12. As explained below and after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-001159-26.
13. The Tenant confirmed that as of this hearing date, that the rent for January 2026 has still not been paid in full and further agreed that no payments have been made to the Landlord since January 1, 2026. Therefore, the Tenant breached seven consecutive terms of the prior conditional order.
14. The repayment plan issued on December 15, 2025 was scheduled to conclude on April 15, 2026. As of this hearing date (April 30, 2026), the Tenant owes to the Landlord \$15,700.00, which is more than what was previously ordered at the time the conditional relief was granted by the Board.
15. The Tenant stated that she overestimated her ability to repay the arrears and that she prioritized paying other debts and expenses over the monthly rent and the arrears.
16. Under the Act, the general intention is that the Board has an obligation to uphold and enforce the agreements into which landlords and tenants enter into. If it does not do so, then there is little incentive for parties to attempt negotiation. Board orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the Board does not uphold and enforce its own orders, disrespect for the Board's processes will inevitably ensue.
17. The Tenant in this case knew her tenancy was at risk for being terminated for non-payment of rent, was granted relief from eviction from the Board by way of a repayment she proposed and despite this, has not complied with the terms ordered and has only accrued additional arrears owing.
18. Based on the evidence and submissions before me, the Tenant's set aside motion must be denied and the stay of order LTB-L-001159-26 issued on January 14, 2026 must be lifted immediately. The evidence is clear that any further delay in termination would only result in additional arrears owing and further prejudice to the Landlord.
19. 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-001159-26-SA issued on March 27, 2026 is granted. The order is cancelled and replaced with the following.
2. The motion to set aside Order LTB-L-001159-26, issued on January 14, 2026, is denied.
3. The stay of order LTB-L-001159-26 is lifted immediately.

May 8, 2026
Date Issued

Fabio Quattrociochi
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.