



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

File Number: LTB-L-043445-25-RV2

In the matter of: 603, 325 BESSERER ST
OTTAWA ON K1N6B4

Between: 325 Besserer Street Apartments Inc. Landlord

And

Jocelyne Julien Tenant

Review Order

325 Besserer Street Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jocelyne Julien (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-043445-25 issued on October 29, 2025 and based on a hearing that took place on October 21, 2025 where neither the Landlord nor the Tenant attended.

On November 11, 2025, the Landlord requested a review of the order.

On November 12, 2025 interim order LTB-L-043445-25-RV-IN was issued directing the review request to a hearing.

The first review hearing was held by videoconference on December 1, 2025 and only the Landlord's representative attended the hearing. Accordingly, the review was granted and a new hearing was ordered pursuant to LTB-L-043445-25-RV-IN2.

This application was then resolved in favour of the Landlord by order LTB-L-043445-25-RV issued on January 14, 2026 and based on a hearing that took place on January 8, 2026 where only the Landlord's representative attended the hearing as of 1:30pm.

On January 23, 2026, the Tenant requested that the review order issued on January 14, 2026 be reviewed, and that the order be stayed until the Tenant's request to review the review order is resolved.

On January 27, 2026 interim order LTB-L-043445-25-RV-IN3 was issued staying the review order issued on January 14, 2026.

This second review was heard by videoconference on February 23, 2026.

The Landlord's legal representative, Arashdeep Grewal, the Tenant and the Tenant's legal representative, Eric Letts, attended the hearing.

Determinations:

1. The Tenant submits that they were not reasonably able to participate in the hearing that took place on January 8, 2026 and that the order contains a serious error alleging procedural fairness grounds for not considering the Tenant's argument regarding the rent arrears at the hearing.
2. In the review request there is no specific reference to why the Tenant was not reasonably able to participate in the January 8th hearing. The submissions are wholly regarding a dispute the Tenant has with respect to the quantum of arrears in light of the issues with the discontinuance of the use of a garage at the rental unit.
3. Essentially, the substance of the review request relates to issues that the Tenant intended to raise at the hearing for non-payment of rent pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). This is not a reason to grant the Tenant's request for review. These issues can only be considered if the review is granted and not as a reason to grant the review.
4. A review is not an appeal or an opportunity to change the way a case was presented. The purpose of the review process is not to provide parties with an opportunity of presenting a better or different case than they did at first instance. There is nothing in the record or in the request for review to support a determination that the Member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions.
5. The Tenant did not attend the hearing to make such submissions regarding the rent arrears and the Tenant failed in advance of the hearing to disclose their list of issues pursuant to section 82 of the Act or in compliance with Rule 19 of the Board's Rules of Procedure in any regard. There was no error on the Members part and no procedural unfairness by not considering undisclosed issues. Additionally, even if the issues were submitted prior to the hearing pursuant to section 82, which they were not, it would be unfair to the Landlord for the Board to engage in considering materials filed by the Tenant in their absence. Accordingly, I find no procedural error in the order.
6. The only ground in which this review can be considered is whether or not the Tenant had a reasonable opportunity to participate in the January 8th hearing.
7. At the hearing, the Tenant's legal representative submits that the Tenant was not reasonably able to participate in the hearing on the basis that the date for the hearing was incorrectly diarized because their assistant was on holidays during the week of December 16, 2025 when the hearing date was emailed to the parties on December 17, 2025.
8. They further submit that they were also scheduled in a family law matter on the hearing date and it would have conflicted with their schedule on this date.
9. The Landlord disputes that the Tenant was not reasonably able to participate in the hearing. They submit that the Tenant or their representative was not diligent in attending to the hearing despite being aware of the date. Not only because they were aware that the review was granted and a new hearing was ordered as per the November 12, 2025 interim

review order, but also because on or about January 6, 2026 the Landlord's representative sent an email to the Tenants representative with an updated ledger and L1 update form. They submit this should have prompted further inquiry by the Tenant's representative as to the hearing date if they were unsure of it.

10. They further reject the review request based on the substance of the submitted review. At no point prior to this hearing did the Tenant ever submit a list of their issues they intended to raise under section 82, despite the opportunity to do so in advance of the first hearing that took place on August 11, 2025. The Tenant's representative also attended that hearing date and no list was proffered prior to the hearing date as required by section 82 and Rule 19 of the Board's Rules of Procedure.
11. Also, because there is no mention of the reasons in the review request to suggest that they were alleging that they were not reasonably able to participate in the hearing.
12. It is difficult to reconcile why the Tenant or their representative failed to attend the hearing on time on January 8, 2026 based on the evidence and submissions before me.
13. Firstly, I agree with the Landlords representative that there was no mention of the misdiarized date in the review request and no submissions regarding a family law matter hearing conflict or otherwise. There was no documentary evidence presented supporting their absence. Additionally, the Tenant's legal representative's assistant did in fact attend the hearing on January 8th albeit they attended at 2:56pm after the matter had already been heard. Clearly there was evidence to suggest that the Tenant's representative was indeed aware of the hearing date. They made no request to reschedule or adjourn the hearing if they discovered a conflict on the hearing date in advance as they ought to have done.
14. On the basis of the sequence of events and circumstances discussed above, I find that the Tenant was reasonably able to participate in the hearing on January 8, 2026, but they failed to exercise the proper diligence to ensure that they attended. 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. The Tenant's legal representative received the notice of hearing, and he was aware of the hearing date.
15. In *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.) at para. 8, the Court noted that:

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
16. Accordingly, the Tenant's request to review the order issued on January 14, 2026 is denied and the order is confirmed.

Was the underlying order voided pursuant to subsection 74(14) of the Act?

17. The Tenant paid \$2,382.10 into the Board on January 22, 2026 which is insufficient to void the order prior to the enforcement date of January 25, 2026 by \$15.00.
18. Pursuant to Rule 20.4 of the Board's Rules of Procedure, if, after an order is issued but before it becomes enforceable, a tenant pays the Board less than the amount required to

void the order and files a motion to set aside the order, the Board will, when issuing its order, direct payment of the money be returned to the tenant. The Landlord receives the money only if all arrears are paid.

19. Pursuant to Rule A4.2 the Board may vary or waive the application of any rule or procedure, on its own initiative or on the request of a party, except where to do so is prohibited by legislation or a specific rule.
20. Since the Tenant has not paid enough to void the order, then pursuant to section 74(11.1), the Tenant's motion must be refused.
21. The Tenant submits that they money paid into the Board should be directed to be paid to the Landlord if the review request is denied within 30 days of the order. However, subsection 74(11.1) is a mandatory refusal of the Tenants motion for filing and therefore I am unable to waive Rule 20.4 regarding the payment out to the Tenant because not enough was paid to void the order. The payment must be returned to the Tenant.
22. Since it is clear, that based on the \$2,382.10 paid into the Board that the Tenant is seeking to preserve the tenancy. On this basis I will grant a delay in lifting the stay of this order to give the Tenant an opportunity to pay the remaining balance to the Landlord.
23. The Landlord was not opposed to providing an additional 30-day delay before lifting the stay.
24. Accordingly, the stay will be lifted effective on June 8, 2026.

It is ordered that:

1. The request to review order LTB-L-043445-25-RV issued on January 14, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 27, 2026 is cancelled. The stay of order LTB-L-043445-25-RV is lifted on June 8, 2026.
3. The total amount of \$2,382.10 paid into the LTB by the Tenant shall be paid out to the Tenant.*

May 8, 2026
Date Issued

Terri van Huisstede
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.

- When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party(ies) named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.