



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

File Number: LTB-L-091703-25-RV

In the matter of: 9B Sturgeon Meadows Ave
Leamington ON N8H5G1

Between: Louie Saad Landlord

And

Shakeesha Jones Tenant

Review Order

Louie Saad (the 'Landlord') applied for an order to terminate the tenancy and evict Shakeesha Jones (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-091703-25 issued on February 24, 2026.

On March 11, 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 13, 2026, interim order LTB-L-091703-25-RV-IN was issued, staying the order issued on February 24, 2026.

The review request was heard by videoconference on April 28, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

Review Request

1. Application LTB-L-091703-25 was heard by videoconference on January 12, 2026. The Tenant did not attend. Based on the uncontested evidence of the Landlord, the Board terminated the tenancy and ordered the Tenant to pay rent arrears.
2. The Tenant testified that she lost the key to her community mailbox at the end of November 2025. The Tenant receives all important communications by e-mail, not mail. When the Tenant found the mailbox key on February 2, 2026, she realized that she missed the hearing and called the LTB for help. The Tenant was not expecting to receive a Notice of Hearing in the mail, which is why she did not rush to replace it.

3. The Landlord testified that he never knew that the Tenant had lost the mailbox key, arguing that she could have gone to the post office to get a replacement. The Landlord stated that the Tenant ought to have known that a hearing was coming up because he told the Tenant he would take her to court in November 2025. However, the Landlord did not notify the Tenant about the hearing date.
4. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ONSC Div. Ct.) though the tenant received proper notice of a hearing, the tenant made a mistake about when the hearing was to be held. A new hearing was ordered. At para. 3, the court said “[b]eing reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.”
5. I accept the Tenant’s testimony that she lost her mailbox key which caused her to miss the hearing. I am not satisfied that the Tenant ought to have known about the hearing without receiving a Notice of Hearing; a vague statement about taking a person to court does not mean a hearing has been scheduled. Accordingly, I find, on a balance of probabilities, that the Tenant was not reasonably able to participate in the hearing held on January 12, 2026.
6. The Tenant’s request to review the order is granted. The Landlord’s application was heard *de novo* the same day.

L1 Application

7. The Landlord testified that he served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) by text message on September 6, 2025. The Tenant did not respond to the text message and blocked the Landlord’s phone number.
8. Text message is not a valid method of service under the *Residential Tenancies Act* (2006) (the ‘Act’). The Landlord was not able to demonstrate that the N4 Notice came to the Tenant’s attention at least 14 days before the termination date. Therefore, I am not satisfied that the N4 Notice was served in accordance with the Act. A tenancy cannot be terminated based on a notice that was not validly served.
9. The Landlord requested to proceed on the application under section 87 of the Act for payment of arrears only.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
13. The Tenant has paid \$7,000.00 to the Landlord since the application was filed.
14. The rent arrears owing to April 30, 2026, are \$8,000.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The request to review order LTB-L-091703-25 issued on February 24, 2026, is granted. The order is cancelled and replaced with the following.
2. The interim order issued on March 13, 2026, is cancelled.
3. The Tenant shall pay to the Landlord \$8,186.00. This amount includes rent arrears owing up to April 30, 2026, and the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 31, 2026, at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Kate Sinipostolova
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.