



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

Citation: Seven Park Vista Holding Ltd. v Schell Pink, 2026 ONLTB 39550

Date: 2026-05-19

File Number: LTB-L-095374-25-RV

In the matter of: 212, 7 PARK VISTA
EAST YORK ON M4B1A4

Between: Seven Park Vista Holding Ltd. Landlord

And

Kiesha Schell Pink Tenant
Dakari Dawkins

Review Order

Seven Park Vista Holding Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Kiesha Schell Pink and Dakari Dawkins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-095374-25 issued on February 10, 2026.

On February 18, 2026, the requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 19, 2026, interim order LTB-L-095374-25-RV-IN was issued, staying the order issued on February 10, 2026

This application was heard by videoconference on March 30, 2026.

The Landlord's Legal Representative Carrie Alywin and the Tenant attended the hearing.

Determinations:

1. The Tenants submitted that they were unable to attend because their child was seriously ill at the relevant time and required hospital care. They stated that their son had a chest infection, was bedridden, and was going in and out of hospital.
2. The Tenants also submitted that there were significant maintenance and habitability issues in the rental unit, including cockroaches, mice, maggots, pest infestations, and contamination concerns arising after the death of a neighbouring occupant. They stated that these conditions made the unit unliveable.

3. The Tenants contended they did not withhold rent but failed to provide any explanation why rent had not been paid.
4. The Tenants further advised that they had filed a separate T6 Tenant Application respecting maintenance issues under file number LTB-T-023772-26 and requested that those issues be considered together with the arrears application.
5. The Landlord's Legal Representative Ms. Alywin opposed the request for review and submitted that the Tenants were not prevented from participating in the original hearing.
6. The Landlord noted that the written Request to Review did not mention the child's illness as the reason for missing the hearing and that no medical evidence was produced to support the claim that the child had been hospitalized.
7. The Landlord also submitted that there were two named Tenants on the tenancy and that either Tenant could have attended the hearing, contacted the Board, requested an adjournment, or otherwise taken steps to protect their rights if a genuine emergency had arisen.
8. Ms. Alywin further submitted that the Tenants received the N4 Notice, knew that eviction proceedings were underway, and nevertheless failed to make rent payments, failed to respond meaningfully to the arrears claim, and failed to participate in the hearing process.
9. The Landlord stated that aside from the initial payment and the last month's rent deposit, the Tenants had not paid any further rent after moving into the rental unit.
10. I asked the Tenants directly whether they had any proof of rent payments for November 2025, December 2025, January 2026, February 2026, or March 2026.
11. The Tenants confirmed they had no such evidence and acknowledged that no further rent payments had been made.
12. I also asked the Tenants why the T6 Application was not filed earlier if the maintenance issues had existed since shortly after move-in and particularly since October 2025.
13. The Tenants explained that they were under significant stress, caring for children, managing school obligations, and dealing with mental health difficulties. They stated that this was their first time dealing with a Board matter and they did not know how to proceed.
14. I accept that the Tenants may have experienced frustration, stress, and difficult living conditions. However, the issue before me is not whether the maintenance complaints are ultimately valid. Those issues are properly determined in the separate T6 proceeding.
15. The issue before me is whether the Tenants have established that they were "not reasonably able to participate" in the original hearing.
16. In *Kathryn King-Winton v. Doverhold Investments*, 2008 CanLII 60708 (ON SCDC), the Divisional Court stated:

"Being reasonably able to participate in the proceeding must be interpreted broadly; natural justice requires no less."

17. I have applied that principle and considered the matter broadly and contextually. However, a broad interpretation does not eliminate the requirement that a tenant provide credible evidence showing that participation was genuinely not reasonably possible.
18. In this case, the Tenants acknowledged that they received the N4 Notice and were aware that the Landlord was pursuing eviction for rent arrears.
19. Once a tenant receives an N4 and knows that non-payment proceedings are underway, there is an obligation to act with reasonable diligence. This includes contacting the Landlord, monitoring for hearing information, attending the hearing, requesting an adjournment if necessary, or taking other reasonable steps to preserve participation rights.
20. I find that no such diligence was demonstrated here.
21. There was no evidence of communication with the Landlord regarding the arrears process.
22. There was no request for adjournment.
23. There was no attempt to contact the Board before or during the hearing date.
24. There was no evidence that either Tenant attempted to participate remotely, despite the matter proceeding by virtual attendance.
25. There were two named Tenants on the tenancy, yet neither participated, and no explanation was provided as to why both were unable to take even minimal steps to preserve their participation rights.
26. I also find significant that the primary explanation now relied upon—the child's illness and hospitalization—was not included in the written Request to Review.
27. If that had truly been the central reason for missing the hearing, it would reasonably be expected to appear in the review materials from the outset.
28. Instead, that explanation was raised only later during oral submissions.
29. Further, no medical documentation was provided. There was no hospital record, doctor's note, discharge summary, prescription, or any other independent evidence confirming hospitalization or demonstrating that attendance at the hearing was impossible.
30. While I do not require perfect evidence in review proceedings, some objective support evidence is expected where a party relies on a medical emergency to reopen a final order.
31. The complete absence of corroborating evidence significantly weakens the reliability of the explanation provided.
32. I also find significant that there is no evidence disputing the arrears themselves.
33. The Tenants admitted they had not paid rent after the initial move-in period.
34. Tenants are not entitled to unilaterally withhold rent because they are dissatisfied with maintenance or repair issues unless the Board has made an order permitting that remedy.

35. The failure to pay rent for several consecutive months, without Board authorization, does not establish a defence to the L1 proceeding and does not support reopening the original order.
36. I also note that the T6 Application was filed only on March 20, 2026, after the eviction order had already been issued and after the Request to Review had already been filed.
37. I find if the conditions were as severe and longstanding as alleged, it would be reasonable to expect that a T6 application would have been filed much earlier. The delayed filing undermines the argument that these issues prevented participation in the original hearing.
38. Filing a T6 after an eviction order does not automatically justify merging proceedings or reopening a final order.
39. The Board must also consider finality, fairness to both parties, and prejudice.
40. The Landlord has been without rent for several months and has already obtained a final order following the original proceeding.
41. Reopening the matter in the absence of sufficient evidence would undermine the principle of finality and result in significant prejudice, particularly where the Tenants have failed to demonstrate that they were genuinely prevented from participating in the proceedings.
42. Natural justice requires a fair opportunity to be heard, but it also requires parties to exercise reasonable diligence in protecting that opportunity.
43. On the totality of the evidence, I am not satisfied on a balance of probabilities that the Tenants were not reasonably able to participate in the original hearing.
44. Rather, the evidence supports a finding that the Tenants were aware of the proceeding, chose to withhold rent, did not take reasonable steps to engage with the process, and later attempted to rely on maintenance concerns and a late-filed T6 application to reopen the eviction order.
45. That does not meet the statutory threshold for review.
46. On the basis of the submissions made in the request, I am not satisfied that the Tenant was not reasonably able to participate in the proceeding. Accordingly, the Request to Review is denied.

It is ordered that:

1. The request to review order LTB-L-095374-25 issued on February 10, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 18, 2026, is cancelled. The stay of order LTB-L-095374-25 is lifted immediately.

May 19, 2026
Date Issued

Anthony Bruno
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.