



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

Citation: 2855101 Ontario Inc v Tardio, 2026 ONLTB 39688

Date: 2026-05-22

File Number: LTB-L-084079-25-RV

In the matter of: 203, 85 BLOOR ST W
OSHAWA ON L1J6G8

Between: 2855101 Ontario Inc

Landlord

And

Sharon Tardio
Carmine Tardio

Tenants

Review Order

2855101 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Tardio and Carmine Tardio (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-084079-25 issued on January 9, 2026. The hearing was held on December 22, 2025. The Tenants were not present or represented by 9:35 a.m.

On March 24, 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 May 25, 2026, interim order LTB-L-084079-25-RV-IN was issued, staying the order issued on January 9, 2026.

This request to review was heard by videoconference on May 14, 2026. The Landlord's Agent, Roger Steele, and the second-named Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant requested an adjournment of the hearing because he states he was "medically compromised", and had recently been discharged from hospital. No documentary evidence was provided to support either his discharge from hospital or his illness. Further, he submits that he was unable to have his legal representative attend because they were at a conference.

2. The Landlord objected to the adjournment because this is a review of a final order of the Board and because of the prejudice to the Landlord who has not been paid rent since the tenancy began.
3. After considering the parties' submissions, I denied the adjournment request.
4. When considering the request for an adjournment, I must consider the following factors as found in the Board's Rule 21 and Guideline 1 Adjourning and Rescheduling Hearings:
 - the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling;
 - the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. When I consider the reason for the adjournment request, the resulting prejudice to the Landlord, and the Board's obligation to adopt the most expeditious method to determining questions before it, I was not of the view that an adjournment was warranted in the circumstances.
6. There is significant prejudice to the Landlord who has a Board order which cannot be enforced, and the arrears are significant.
7. Prejudice to the Tenant, who complained of feeling ill was mitigated by explaining that he could request breaks as needed and by hearing this matter at the earliest opportunity in the block at 1:38 p.m. Throughout the hearing, I found the Tenant was able to participate meaningfully and give clear and cognizant submissions; he did not request any breaks.
8. Although section 10 of the *Statutory Powers Procedure Act* allows parties the qualified right to be represented by counsel at a hearing, that right to representation does not automatically guarantee an adjournment. The Tenant was able to speak to duty counsel before the hearing, thus was able to have the benefit of legal advice before proceeding.
9. Therefore, the hearing proceeded.

The Tenants' Review Request

10. The Landlord filed an L1 application to evict the Tenants because the Tenants failed to pay the rent that the Tenants owe.
11. The Tenants request for review alleges that they were not reasonably able to participate in the original hearing of this application, which was held on January 9, 2026.

12. The Tenant states that neither he nor his wife were served with a copy of the Board's Notice of Hearing, owing to their health and because there had been incidents of their mailbox having been broken into.
13. The phrase "not reasonably able to participate" has been considered by the Divisional Court on several occasions. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the tenant argued she did not attend the hearing because she misread the Notice of Hearing and got the dates mixed up. The Divisional Court ruled the Board should have granted her request to review on the grounds of not reasonably able to participate because the evidence suggested that the tenant genuinely intended all along to participate and otherwise, she would be denied the right to be heard. The Court stated: "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less."
14. Given the Tenant's claim that he and his spouse did not receive the Board's notice of hearing went largely unchallenged by the Landlord, I granted the Tenants' request to review order LTB-L-084079-25 issued on January 9, 2026. The matter was heard *de novo*.

Landlord's L1 Application

15. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
16. As of the hearing date, the Tenants are still in possession of the rental unit.
17. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
18. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
19. The Tenants have not made any payments since the application was filed.
20. The rent arrears owing to May 31, 2026, are \$19,800.00.
21. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.
23. The Tenant submits that the Landlord refused to negotiate a payment plan with him. However, it appears that what the Tenant was actually asking for was a rent discount to reduce the lawful monthly rent to \$700.00 each month until some funds the Tenants are expecting from CPP and Old Age Security. In my view, this is not a repayment plan. Rather, the Tenants were asking for a rent discount. There is no obligation for the Landlord to provide a rent discount to Tenants, unlike the obligation to consider a reasonable repayment plan.

24. The Tenant also says that the Tenants do not have adequate heat. He states that the Tenants put in a work order, but that the Landlord failed to follow-up about this problem.
25. The Landlord submits that the Tenants did file a work order, and this was for a bathroom leak. Repairs were undertaken to correct the deficiency. However, the Landlord was adamant that the Tenants did not file additional work orders. Further, when the Landlord has sent individuals to conduct repairs, the Tenants frequently refuse entry.
26. Section 83(3)(a) of the Act states that where the Landlord is in serious breach of their obligations under the Act, the Board must mandatorily refuse eviction.
27. I find the Tenants led insufficient evidence to satisfy me that the Tenants' rental unit has inadequate heat. I prefer the Landlord's evidence because the Tenant led no evidence, beyond his oral statement, to corroborate that the rental unit has inadequate heat. Conversely, the Landlord had a specific recollection of the contents of the work order and his attempts to address the Tenants' concerns, and subsequent outcomes.
28. The Tenant seeks a repayment plan. At the hearing, I conducted a close examination of the Tenants' monthly income and expenses. Based on this discussion, I am not satisfied that the Tenants can pay the monthly rent while also paying off the outstanding arrears within a reasonable amount of time. In the alternative, the Tenants seek a termination date 60 days in the future.
29. The Tenant further submits that he is 69 years old; his wife is 60. He has had several significant health problems as has his spouse. Neither individual is working at this time.
30. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. He explained that Sherrif's enforcement is taking up to 16 weeks in his area at this time. The tenancy, he says, began in July 2025, and the arrears began in August 2025. The Tenants have made no payments since July 2025.
31. I am not persuaded that an extended termination date is appropriate in the circumstances. The Tenants paid first and last months' rent but have made no payments since. Further, as the Sherrif is not enforcing orders in the area for up to 16 weeks, it is conceivable that the Tenants may have weeks or even months before the eviction is enforced. I find the prejudice overall is greater to the Landlord than to that of the Tenants, even considering their medical challenges. They have already had the benefit of four extra months to look for alternative accommodations since the original order was issued on January 9, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$20,044.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$22,244.00 if the payment is made on or before June 2, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 2, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 2, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,856.62. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 15, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 2, 2026, then starting June 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 3, 2026.

May 22, 2026

Date Issued

Jane Dean

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 3, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$19,800.00
Application Filing Fee	\$244.00
Total the Tenant must pay to continue the tenancy	\$20,044.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 2, 2026

Rent Owing To June 30, 2026	\$22,000.00
Application Filing Fee	\$244.00
Total the Tenant must pay to continue the tenancy	\$22,244.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$18,612.62
Application Filing Fee	\$244.00
Total amount owing to the Landlord	\$18,856.62
Plus daily compensation owing for each day of occupation starting May 15, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	