



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

Citation: Vergara v Copilu, 2026 ONLTB 39853

Date: 2026-05-20

File Numbers: LTB-L-079622-25-RV

In the matter of: 703, 225 SACKVILLE ST
TORONTO ON M5A0B9

Between: Maria Esther Mafla Vergara

Landlord

And

Mitchell Copilu

Tenant

Review Order

Maria Esther Mafla Vergara (the 'Landlord') applied for an order to terminate the tenancy and evict Mitchell Copilu (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-079622-25 issued on January 26, 2026. The hearing was held on January 20, 2026. As of 9:30 a.m. the Tenant was not present nor represented.

On March 22, 2026, the Tenant requested a review of the order and that the order be stayed until the review is resolved.

On March 23, 2026, interim order LTB-L-079622-25-RV-IN was issued, staying the order issued on January 26, 2026.

This request to review was heard by videoconference on May 14, 2026. The Tenant is also reviewing Order LTB-L-100763-25, issued February 17, 2026, based on an L1 application because the Landlord gave the Tenant an N4 notice of termination because the Tenant did not pay the rent the Tenant owes pursuant to s.59 of the Act. The matters were heard concurrently.

The following people attended the request to review:

- Maria Vergara ('Landlord')
- Niko Homberg (Landlord's Agent)
- Elizabeth Sonya West (Landlord's Witness)

- Alistair Trent (Landlord's Legal Representative)
- Michell Copilu ('Tenant')
- Alena Vidyadhar ('Tenant's Legal Representative')
- Victoria Peter ('Tenant's Legal Representative')

Determinations:

Preliminary Issue:

1. The Tenant seeks an adjournment of the request to review on the basis that in order to provide a procedurally fair hearing, the Tenant's Representative(s) wished to gather additional medical documentation from the Tenant's treating physicians stating, "more time may be needed to assess the Tenant's disability-related needs."
2. Submitted into evidence is a letter from the Tenant's family physician dated May 5, 2026. It states, (in-part): "This is to confirm that he is currently undergoing assessment and management of cognitive symptoms and has multiple previous/chronic conditions for which we and his specialist medical team are providing care."
3. The Tenant's Representative states that they have made attempts to get medical documentation from his care team but have not been successful. For example, one of the physicians appeared to be on holiday.
4. The Landlord submits that this is highly prejudicial to the Landlord. The Landlord had two separate hearings neither of which the Tenant attended. Both orders are now stayed, the Tenant is not making rent payments and has amassed significant arrears. The Landlord also remains unable to move into the rental property while awaiting the outcomes of the reviews. The Landlord also submits that the medical documentation falls below the standard required to grant an adjournment.
5. The Divisional Court in *Wang v. Oloo*, 2023 ONSC 1028 ('Wang') considered the information required from a doctor's note to support a finding that an adjournment was necessary, stating that the party requesting the adjournment must provide "sufficient information to enable the court or tribunal to exercise its own judgment as to whether the adjournment should be granted", and "at a minimum, describe the diagnosis, the effect of the patient's condition on their ability to attend and participate in the hearing, and a statement as to when... the patient will be well enough to attend court and participate as required."
6. I was not persuaded that the medical information provided "sufficient information" as described in *Wang*. The doctor's note does not provide a diagnosis or whether a diagnosis has been made. More importantly, there is no indication in the medical documentation to support how the condition may impact the Tenant's ability to participate in a hearing. I understand the Tenant Representative's submissions that despite their best efforts they have been unable to secure more detailed information. However, the Representatives were retained since at least March 22, 2026.

8. The Tenant Representatives also submit that an adjournment is necessary to afford the Tenant a procedurally fair hearing. This case also involves a request for review, and I find *Wang* informs the type of information required about a medical condition necessary to support a finding that someone cannot participate in a hearing. The Court in *Wang* states that doctor's notes must contain sufficient information such that the Board can exercise its own judgment as to whether the adjournment should be granted. Absent this information, the Tenant cannot be said to have an unfair hearing, because there is simply no information to support this assertion within the medical documentation provided. For example, a specific diagnosis or illness, or how those illnesses or disabilities might affect the Tenant's ability to participate in the hearing.
9. I have also considered the 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.
10. The N12 notice was served on September 16, 2025, with a termination date of November 30, 2025, and the L2 application was filed on September 25, 2025. There had also been an earlier N12 notice given to the Tenant which was deficient, served July 1, 2025. I am satisfied delay prejudices the Landlord, particularly in the circumstances where the Tenant is not paying the ongoing rent. When I consider the reason for the adjournment request, the resulting prejudice to the Landlord, the history of the proceedings, 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. Therefore, the hearing proceeded.

The Tenant's Request to Review

Unable to Participate

11. The Tenant requests a review of Order LTB-L-079622-25 issued on January 26, 2026, because he says he was not reasonably able to participate at the January 20, 2026, hearing, and that the order contains a serious error.
12. The Landlord filed an L2 application pursuant to an N12 notice ('N12 notice') of termination served pursuant to s. 48 of the *Residential Tenancies Act* (the 'Act'). The N12 notice indicated that the Landlord wished to personally use the rental unit and evict the tenant.
13. Order LTB-L-079622-25 issued on January 26, 2026, terminated the tenancy effective February 7, 2026.

14. On March 22, 2026, the Tenant filed a request to extend time and a request to review the January 26, 2026, order. On March 23, 2026, the Board exercised its discretion and extended the time and issued LTB-L-079622-25-IN, staying LTB-L-079622-25, until the matter could be heard.
15. The Tenant Representatives made submissions that the Tenant agrees that he received the Notice of Hearing in the mail. However, he failed to understand how to participate in the hearing, and thought he was to attend the courthouse. They submit that this is indicative of the Tenant's cognitive decline referenced earlier. He was also suffering from a shoulder injury then and was taking medications which may have impacted his ability to participate.
16. The Landlord submits that the Notice of Hearing clearly indicates how the Tenant can participate.
17. Of note, the Tenant did not testify at the review hearing. I directly referenced this during the hearing stating that Landlord Representative may wish to cross-examine.
18. On any application before the Board, the person who alleges a particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Tenant. The issue claimed was the Tenant's belief the hearing would be at the courthouse rather than online as the Notice of Hearing instructs. The Tenant did not testify to his understanding. Had he done so, the Board would have had the opportunity to assess his ability to understand the proceedings.
19. Further, no evidence was adduced to support the Tenant's claim of a shoulder injury or related medications. The Tenant did not testify and there is no notation about a shoulder injury in the medical documentation tendered, nor any information about the types of medication he might have been taking during this period.
20. As such, I am not persuaded that the Tenant has met his burden of proof to demonstrate that he was unable to participate at the hearing on January 20, 2026.

Serious Error

21. The Tenant also submits the order of January 26, 2026, contains a serious error in paragraph 6, which states:

“MV has owned the rental unit, a condominium in downtown Toronto, since at least 1990, and resided there between 1990 and 2014. MV has family in Toronto and the surrounding area which is important to MV to be close to family. NH's only family is a sister and niece who live in Germany.”
22. The Tenant submits that the member erred with regard to the date the Landlord took possession of the rental unit, which calls into question the reliability of all of the Landlord's evidence.
23. The Landlord submits that there is an error in the order, but that the error would make no material difference to the Member's findings.

24. The Tenant was unable to refer me to a portion of the transcript which would demonstrate whether the error was a typographical error on behalf of the presiding member, or whether the error was found in MV's testimony.
25. [Guideline 08](#) speaks to the considerations the Board makes when determining whether a serious error has occurred, suggesting that only where an "...unreasonable finding of fact on a material issue which would potentially change the outcome of an order" is a ground for review. I am not persuaded that the misidentification of the year the Landlord purchased the rental unit would have resulted in a different outcome. The legal test in the application was whether the Landlord sincerely intended to reside in the rental unit. I cannot find a nexus between the date in which the Landlord took possession of the rental unit and the legal test of a genuine good faith intention of the Landlord to reside in the residential unit.
26. Therefore, I do not find a serious error in Order LTB-L-079622-25 issued on January 26, 2026.

Lifting of the Stay

27. The Landlord seeks the stay be lifted immediately. The Landlord has been living in Mexico but has needed to come home on three occasions now to address the hearings and review. The Landlord submits the delay in her ability to take possession has been at a significant personal expense.
28. The Tenant submits that the prejudice to the Landlord is not outweighed by the prejudice they face. The Tenant is on a fixed income, and the Landlord has greater financial resources than the Tenant stating that the rental property does not have a mortgage. The Tenant seeks termination of the tenancy at the end of June 2026.
29. I have considered the parties' submissions and find that an appropriate termination date is June 15, 2026. This gives the Tenant an opportunity to seek alternate accommodation while minimizing further prejudice to the Landlord.

It is ordered that:

1. The request to review order LTB-L-079622-25 issued on January 26, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 23, 2026, is cancelled. The stay of order LTB-L-079622-25 is lifted on June 15, 2026.

May 20, 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.