



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

Citation: Bottiglieri v Emanuel, 2026 ONLTB 40706

Date: 2026-05-28

File Number: LTB-L-089587-25-RV

In the matter of: 1903, 4235 SHERWOODTOWNE BLVD
MISSISSAUGA ON L4Z1W3

Between: Samira Bottiglieri Landlord

And

Baron Emanuel Tenant

Review Order

Samira Bottiglieri (the 'Landlord') applied for an order to terminate the tenancy and evict Baron Emanuel (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- 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 in favour of the Landlord by order LTB-L-089587-25 issued on January 22, 2026 and based on a hearing that took place on January 20, 2026 where only the Landlord, their spouse and their legal representative attended.

On February 3, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleges that they were not reasonably able to participate in the January 20th hearing.

On February 4, 2026 interim order LTB-L-089587-25-RV-IN was issued, staying the order issued on January 22, 2026.

This review was heard by videoconference on March 3, 2026.

The Landlord, the Tenant and the Landlord's legal representative, Krysta Pacheco, attended the hearing.

Determinations:

1. In the Tenant's review request they state that they had no knowledge of any application being filed against them and no knowledge of the proceedings before the Board. They dispute ever receiving the originating N5 and N12 Notices of Termination and they dispute ever receiving notice of the hearing for January 20, 2026. They further submit that they were shocked in this regard to receive the order by mail on January 26, 2026.
2. At the hearing, the Tenant submits that they received a letter on either February 25, 25 or 27, 2026 from the Landlord's paralegal. They also submit that they received a UPS package from the Landlord on February 28, 2026 and indicated that this did not provide them enough time to review the documents.
3. The Landlord submits that they would not agree to an adjournment for the Tenant to review the recent document brief and instead proposed to forgo their recent disclosure should the matter proceed to the merits.
4. The Tenant then conceded to proceed with the review request and abandoned their impliedness towards an adjournment.
5. The Landlord submits that the Tenant was well aware of the proceedings as the Landlord had mailed their disclosure package to the Tenant on January 8, 2026 and had also sent multiple letters to the Tenant prior. Additionally, the Landlord submits that both the N12 and N5 Notices were sent to the Tenant by UPS and were in fact delivered to the rental unit on September 26, 2025. None of the Landlords correspondence was returned as undeliverable.
6. When the Tenant was asked about their knowledge of the proceedings, the Tenant responded that they only became aware that there had been a merits hearing "not more than two weeks ago" and that they had only just logged into the portal 7-8 days prior to the review hearing. When the Tenant was advised that they filed their review request on February 3, 2026, which was a month prior to the hearing, the Tenant continued to deny that they had any knowledge of the hearing and proceedings when the Landlord reached out to them. The Tenants' evidence lacked credibility. It makes no sense how the Tenant admits they received the order on January 26, 2026 in their review request, which is signed by the Tenant. I do not accept that the Tenant only became aware of the proceedings less than two weeks prior to the review hearing in this regard.
7. Additionally, the Tenant submits that they rarely checked their mailbox prior to their review request and denied receiving anything from the Landlord on this basis. He submits that unless someone sends a document by registered mail, he is likely not going to receive it.
8. The Board's records indicates that the Notice of Hearing was mailed to the rental unit address on December 16, 2025 which means it was considered served on December 21, 2025. It was not returned undeliverable. This was the same manner in which a copy of the Order was sent to the Tenant. It was mailed out on January 22, 2026 and considered served on January 27, 2026. The Tenant confirmed they received the order by mail on January 26, 2026. This suggests that they do receive documents by regular mail.

9. More likely than not, the Tenant was not diligent in dealing with the proceedings as they failed to check their mail regularly and may not have received the Notice of Hearing because of their lack of diligence. I am also not satisfied that the Tenant had no knowledge of the proceedings on the basis that the Landlords notices of termination were couriered to the Tenant on September 26, 2025 by UPS. This is a method in which the Tenant insists should be used to notify them of tenancy related issues.
10. On a balance of probabilities, I am unable to find that the Tenant did not have a reasonable opportunity to attend the January 20th hearing. I am also not satisfied that they were unaware of the proceedings.
11. The Tenant submits that they want the Board to consider granting relief from eviction pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), however, section 83 does not have a second independent applicability at the review stage of the Board's process. The Tenant's submissions that describe their circumstances are therefore not good cause to review the January 22, 2026 order or to re-hear the Landlord's application. (See *So v. Canadian Mental Health Association, Toronto Branch*, 2024 ONSC 3371 (Div. Ct.) (CanLII).
12. 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. See *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 CanLII (Div. Ct.)
13. According, the Tenant's request to review the order is denied and the stay of the order shall be lifted immediately.

It is ordered that:

1. The request to review order LTB-L-089587-25 issued on January 22, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 4, 2026 is cancelled. The stay of order LTB-L-089587-25 is lifted immediately.

May 28, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.