



**Order under Section 69 / 88.1 / 88.2 / 89
Residential Tenancies Act, 2006**

Citation: Abe v Bickerton, 2026 ONLTB 40506

Date: 2026-05-27

File Number: LTB-L-076816-24 & & LTB-L-000868-25

In the matter of: 87 Woodward Dr
Tiny ON L0L2J0

Between: Martin Abe Landlord

And

Kaitlyn Bickerton Tenant
Brandon Priestley

Martin Abe (the 'Landlord') applied for an order to terminate the tenancy and evict Kaitlyn Bickerton and Brandon Priestley (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.
- 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 also claimed compensation for each day the Tenant remained in the unit after the termination date.

Martin Abe (the 'Landlord') applied for an order requiring Kaitlyn Bickerton and Brandon Priestley (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Martin Abe (the 'Landlord') applied for an order requiring Kaitlyn Bickerton and Brandon Priestley (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Martin Abe (the 'Landlord') applied for an order requiring Kaitlyn Bickerton and Brandon Priestley (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted

in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on April 7, 2026.

The Landlord, the Landlord's Legal Representative Nicola Bain and the Tenant attended the hearing. The Tenant's Mother Carolyn Bickerton spoke on behalf of the Tenant.

Procedural History:

1. The Landlord's L1 application was before the Board on January 6, 2025, and adjourned at the Tenant's request. During this proceeding, the parties consented to combine the Landlord's L2 Application LTB-L-000868-25.

Tenant's Adjournment Request:

1. At the start of the hearing, the Tenant through her mother Carolyn Bickerton, requested an adjournment of approximately six months. The request was based on allegations that the Tenant underwent emergency dental surgery on March 25, 2026, involving multiple tooth extractions and treatment for infection and abscesses, and that she was allegedly unable to effectively participate in the hearing due to medication and recovery from that procedure. Additionally, it was argued that an adjournment would allow the Tenant's time to obtain new legal representation
2. The Landlord opposed the request.
3. In determining whether an adjournment should be granted, the Board must balance procedural fairness to all parties, the reason for the adjournment request, the diligence exercised by the requesting party, prejudice to the opposing party, prior adjournments, and whether reasonable accommodations would permit the hearing to proceed.
4. Rule 21.8, of the Board's Rules of Procedure provides:

21.8 A CMH or hearing may be adjourned at the discretion of a Hearing Officer or Member where satisfied that an adjournment is required to permit an adequate hearing to be held. Relevant factors the LTB may consider in deciding the request include:

- a. the reason for the adjournment and position of the parties.*
- b. the issues in the application.*
- c. any prejudice that may result from granting or denying the request.*
- d. the history of the proceeding including other adjournments or rescheduling;
and*
- e. 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. This matter was previously before the Board on January 6, 2025. On that date, the proceeding was adjourned at the Tenant's request. The previous adjudicator made the matter peremptory on the Tenant. Accordingly, the Tenant was on notice that any further adjournment request would require compelling and exceptional circumstances.
6. The hearing before me occurred approximately fifteen months after the prior adjournment. The Tenant therefore had a substantial period of time within which to prepare for the hearing, retain representation, organize evidence, and advance any accommodation requests.
7. Although the Tenant claimed that emergency dental surgery occurred on March 25, 2026, no medical documentation was filed with the Board in support of the request. The Tenant did not provide a dentist's note, physician's note, treatment summary, prognosis, medication list, statement regarding functional limitations, or any evidence addressing the anticipated recovery period.
8. The only material before me consisted of a written adjournment request prepared by the Tenant. While the request contained detailed assertions concerning the Tenant's condition, assertions alone do not constitute evidence. The Board requires objective evidence when a party seeks to delay a proceeding on medical grounds, particularly where the matter has already been adjourned and substantial delay has already occurred. I found it significant that the alleged surgery occurred approximately two weeks before the hearing date. Despite this passage of time, no medical documentation was obtained or filed.
9. The Tenant submitted that additional documentation could be provided if requested. However, the burden rests upon the party seeking the adjournment to provide supporting evidence before the hearing, not after an adjournment request has already been argued.
10. I also considered the Tenant's submission that additional time was required to retain legal representation. I was not persuaded that this constituted a sufficient basis to adjourn the matter.
11. The notice of hearing had been issued well before the hearing date. The application itself had been ongoing since 2024.
12. Further, the previous representative Lyndsay Dubois disengaged services with the Tenant's on or about December 22, 2025. The Tenant had approximately three months following Ms. Dubois disengagement to retain new legal representation if she wished to do so.
13. I find that while the Tenant advised that prior representatives had withdrawn and that some legal professionals had declined to accept the case, no documentary evidence was filed demonstrating diligent efforts to retain counsel or establishing why additional six months would be required.

14. The Board has consistently held that a desire to obtain representation does not, on its own, justify an adjournment where a party has had a reasonable opportunity to secure representation beforehand.
15. I also considered that there were two named tenants in the tenancy: Kaitlyn Bickerton and Brandon Priestley.
16. Mr. Priestley did not attend the hearing. The explanation provided was that Mr. Priestley was working. I found this explanation unsatisfactory given the nature of the proceeding. The hearing involved applications seeking termination of the tenancy and eviction. Mr. Priestley's tenancy rights were directly affected. There was no evidence that he was unable to attend, unavailable for the day, or prevented from participating by any medical condition. The submission given established that Mr. Priestley was aware of Ms. Bickerton's alleged condition. Nevertheless, he chose not to attend.
17. I find that Mr. Priestley's absence undermined the request for adjournment because a second tenant was available who could have participated in the hearing and advanced the tenants' position.
18. I further considered the prejudice to the Landlord.
19. The evidence before me established that approximately \$11,000.00 in rent arrears and approximately \$11,000.00 in utility arrears remained outstanding. The combined arrears exceeded \$22,000.00.
20. The applications had been pending for a considerable period of time. Granting a further six-month adjournment would have delayed the matter to nearly two years after the commencement of the proceedings.
21. I also considered whether accommodations could allow the Tenant to participate despite her alleged medical condition.
22. The Landlord proposed several accommodations, including permitting the Tenant to communicate in writing, permitting her mother to read written responses on her behalf, and participating in mediation.
23. I also explored alternatives with the Tenant during the hearing.
24. The Tenant rejected mediation.
25. The Tenant rejected proposed accommodations.
26. The Tenant did not propose any alternative accommodation that would permit meaningful participation. Instead, the Tenant maintained that only a six-month adjournment would be acceptable.
27. I found that position unreasonable in the circumstances.

28. The Divisional Court has repeatedly recognized that procedural fairness requires that parties be afforded a meaningful opportunity to participate but does not require perfection.
29. In *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC (Div Ct), the Divisional Court <https://canlii.ca/t/hzhjw>, the Divisional Court states “*An adjournment is not required where the party is able to meaningfully participate, even if participation is imperfect or difficult*”.
30. The Tenant attended the hearing. Through her mother, the Tenant provided detailed submissions concerning the adjournment request.
31. The Tenant instructed her mother throughout the hearing. The Tenant demonstrated an ability to understand the proceeding, provide instructions, and advance her position.
32. The Tenant was offered accommodations.
33. The Tenant was offered mediation.
34. The Tenant was advised that participation could occur in alternative forms.
35. All of those options were declined.
36. I therefore found that the issue before me was not an inability to participate, but rather a refusal to participate unless the requested adjournment was granted.
37. Procedural fairness requires an opportunity to be heard. It does not require the Board to postpone a hearing indefinitely until a party is prepared to proceed on terms entirely of their own choosing.
38. After considering all of the circumstances, including the absence of medical evidence, the prior adjournment, the peremptory nature of the hearing date, the lengthy delay already incurred, the availability of the second tenant, the significant prejudice to the Landlord, and the availability of accommodations short of adjournment, I was not satisfied that exceptional circumstances existed.
39. For all of these reasons, I was satisfied that the Tenants were afforded full procedural fairness and that no exceptional circumstances existed justify a further adjournment. The request for an adjournment was therefore denied.
40. Following the denial of the adjournment request, the Tenant declined mediation. The Tenant declined the accommodations discussed during the hearing.
41. The Tenant advised that she would not proceed with the hearing. Shortly thereafter, the Tenant disconnected from the hearing.
42. The hearing remained active for a significant period following the Tenant’s disconnection.
43. No additional medical documentation was submitted by the Tenant.

44. No communication was received from either Tenant explaining the disconnection or requesting further accommodation.
45. I therefore found that the Tenant voluntarily chose not to participate further in the proceeding after their adjournment request was denied.
46. In reaching that conclusion, I note that both Tenants (Kaitlyn Bickerton and Brandon Priestly) were provided notice of the hearing, an opportunity to be heard, an opportunity to participate through accommodations, and an opportunity to engage in mediation.
47. Accordingly, I am satisfied that the requirements of procedural fairness were met and that the hearing properly proceeded in the tenants' absence.

Determinations:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,230.00. It is due on the 3rd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.44. This amount is calculated as follows: \$1,230.00 x 12, divided by 365 days.
5. The Tenant has paid \$17,960.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 2, 2026, are \$11,140.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application

9. On December 23, 2024, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on December 23, 2024, with a termination date of January 17, 2025. The notice of termination contains the following allegations:
 - The Landlord alleges that the Tenants have repeatedly breached the terms of their residential tenancy agreement in several significant ways. First, despite agreeing that electricity costs were their responsibility and not included in rent, the tenants failed to pay numerous Hydro One bills issued between February and December 2024. These unpaid and overdue accounts, which were in the Landlord's name but forwarded to the Tenants, accumulated to arrears of \$3,606.23. Although the

tenants made a single payment in April 2024, it was insufficient to cover the outstanding balances. As a result, the landlord was forced to absorb these costs, creating financial burden and constituting a substantial interference with the landlord's rights under the agreement.

- In addition to non-payment of utilities, the Tenants allegedly violated a contractual requirement to maintain liability insurance at all times. When the Landlord requested proof of insurance in August 2024, the Tenants initially failed to provide documentation. When they eventually submitted a document, it appeared to be falsified, and the named insurance provider reportedly confirmed that no valid policy existed for the claimed period. This failure to maintain and verify insurance coverage exposed the landlord to increased legal and financial risk, particularly in light of Ontario's limitation periods, which could allow claims to be brought years after an incident.

10. The Landlord Mr. Martin Abe testified that under the written tenancy agreement the Tenants agreed to pay the hydro charges associated with the rental property.
11. The lease specifically provides that the Tenants are responsible for paying hydro charges and are required to reimburse the Landlord for the utility invoices associated with the rental unit.
12. Mr. Abe referred the Board to the utility ledger contained in the documentary evidence. He testified that the ledger accurately records the hydro charges incurred during the tenancy, all payments received from the tenants, and the resulting balance outstanding.
13. He testified that as of the hearing date the total utility arrears were \$11,486.26. He stated that he personally paid all utility invoices in order to prevent interruption of service to the rental property. Lastly, the Tenants have not made any payments toward the utility arrears after December 2024.
14. The Landlord presented documentary evidence included utility invoices corresponding to the charges recorded on the ledger. Mr. Abe testified that the ledger was prepared from those invoices and accurately reflected the outstanding balance.
15. The evidence also included a record of a payment made by Brandon Priestley in the amount of \$674.00.
16. There was no evidence contradicting his testimony.
17. I accept the Landlord's evidence regarding the utility arrears. Mr. Abe's testimony was corroborated by the written tenancy agreement, the utility ledger, copies of utility invoices, and proof of payments made by the Landlord to Hydro One. I find the documentary evidence reliable, and I find that it supports the Landlord's claim that the Tenants were responsible for payment of hydro charges throughout the tenancy.
18. The utility ledger, invoices and payment records establish a continuing course of non-payment that persisted throughout the tenancy and continued up to the hearing date. At

the hearing date, the utility arrears totaled \$11,486.26. The amount awarded reflects the utility expenses incurred by the Landlord and proven through the documentary evidence before me. There was no evidence presented challenging or disputing the amounts set out in the utility records.

19. I find that the Tenants' persistent failure to reimburse utility charges substantially interfered with the Landlord's lawful rights, privileges and interests. This matter involves more than a simple unpaid debt. The evidence establishes that over an extended period the Tenants repeatedly failed to pay utility charges they were contractually obligated to pay under the tenancy agreement. As a result, the Landlord was required to personally satisfy those obligations in order to prevent interruption of utility services to the rental unit. The utility ledger, invoices, and payment records establish a continuing pattern of non-compliance that transferred significant financial obligations from the Tenants to the Landlord. By the hearing date, the resulting utility arrears exceeded \$11,000.00. I find that this conduct caused significant financial prejudice to the Landlord and has interfered with his lawful interests under the tenancy agreement.
20. With respect to liability insurance, I find that the tenancy agreement required the Tenants to maintain liability insurance throughout the tenancy and to provide proof of such insurance upon request. The Landlord testified that repeated requests for proof of insurance were made and that satisfactory proof was never provided. I accept that evidence. Regardless of whether a policy may have existed at some point during the tenancy, the evidence before me does not establish that the Tenants complied with their obligation to provide satisfactory proof of coverage when requested. I therefore find that the Tenants failed to comply with this material term of the tenancy agreement.
21. Having considered all of the evidence, I am satisfied on a balance of probabilities that the conduct described in the N5 notice occurred. In particular, I find that the Tenants engaged in a prolonged and ongoing failure to reimburse utility charges they were obligated to pay and failed to comply with their obligation to provide proof of liability insurance upon request. The utility arrears remained outstanding well beyond the seven-day correction period and continued to accumulate up to the hearing date. Accordingly, I find that the N5 notice was not voided pursuant to subsection 64(3) of the Act.
22. I requested that the Landlord make submissions on eviction. The Landlord requested the Board consider an 11-day standard order. Mr. Abe testified that that he has made repeated attempts resolve the rent and utility arrears with the Tenants and it has been unsuccessful.
23. He stated that the Tenants refused any meaningful repayment discussions and made no voluntary payments outside of the payments required by the Board's interim order. The arrears have caused him financial strain forcing him to borrow money from family and rely on credit to cover property expenses.
24. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the impact of eviction on the Tenants, the Landlord's circumstances, the history of the tenancy, the amount of arrears, the utility arrears, and whether relief from eviction would be appropriate. The rent arrears exceed \$11,000.00 and the utility arrears exceed \$11,000.00, resulting in combined arrears exceeding \$22,000.00. The evidence establishes that these arrears accumulated over a lengthy period and remained largely

unpaid despite prior Board proceedings and opportunities to address the debt. The Landlord testified that he has experienced significant financial hardship as a result, including borrowing money from family members and relying upon credit to meet property-related obligations. There is no evidence before me that the Tenants presently possess the financial ability to satisfy the arrears or successfully comply with a repayment arrangement. I have also considered that the Tenants elected not to participate further in the hearing and therefore presented no evidence of exceptional hardship, special circumstances, or ability to preserve the tenancy through repayment. In all of the circumstances, I find that the prejudice to the Landlord outweighs the prejudice to the Tenants arising from eviction.

25. I have also considered whether a conditional order under subsection 83(1) would be appropriate. I find that it would not. The arrears are substantial, have accumulated over a lengthy period, and continue to increase. No repayment proposal was advanced. No evidence was presented demonstrating an ability to comply with future rent obligations or a repayment schedule. In these circumstances, I am not satisfied that a conditional order would have a reasonable prospect of success or adequately protect the Landlord's interests.
26. Having 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
27. The Tenants previously indicated an intention to raise issues under section 82. Following the denial of the adjournment request, the Tenants were advised that the hearing would proceed. They were provided an opportunity to present evidence, call witnesses, cross-examine the Landlord, make submissions, and advance any section 82 claims they wished to pursue. The Tenants declined to participate further and voluntarily ceased participation in the hearing. In these circumstances, I find that the Tenants elected not to pursue any section 82 claims, and those claims are therefore dismissed.

It is ordered that:

L1 Application LTB-L-076816-24

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:**
 - \$13,600.00 if the payment is made on or before June 7, 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 7, 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 7, 2026.**
5. If the unit is not vacated on or before June 7, 2026, then starting June 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 8, 2026.

L2 Application- LTB-L-00868-25

7. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 7, 2026.
8. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 8, 2026.
10. The Tenant shall also pay the Landlord compensation of \$40.44 per day for the use of the unit starting April 8, 2026, until the date the Tenant moves out of the unit.
11. The Tenant shall pay to the Landlord \$11,486.26, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
12. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
13. The total amount the Tenant must pay the Landlord for the L2 Application is \$11,672.26.
14. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

May 27, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 8, 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 June 1, 2026

Rent Owing To June 2, 2026	\$31,374.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,960.00
Total the Tenant must pay to continue the tenancy	\$13,600.00

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

Rent Owing To Hearing Date	\$28,630.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$17,960.00
Total amount owing to the Landlord	\$10,856.92
Plus daily compensation owing for each day of occupation starting April 8, 2026	\$40.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	