



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

Citation: Helpard v Clark, 2026 ONLTB 25838

Date: 2026-05-25

File Number: LTB-L-000418-26-RV

In the matter of: 1 FOOTHILLS DR
NEPEAN ON K2H6K2

Between: Arthur Helpard Landlord

And

Tammy Clark Tenants
Danny Hemming

Review Order

Arthur Helpard (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Clark and Danny Hemming (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-000418-26 issued on March 26, 2026.

On May 13, 2026, the Tenant requested a review of the order.

The review was heard by videoconference on May 25, 2026.

The Landlord's daughter/representative, Juliann Shone, and her assistant/friend, Mahria Pamarit, and Tammy Clark (the 'Tenant') attended the hearing.

Determinations:

Review

1. I am satisfied that there was a serious error in the proceeding.
2. The Tenant testified that she did not receive a copy of the order. She testified that she spoke to Peter Helpard, the Landlord's son and Juliann Shone's brother, on April 1, 2026 to discuss the amount she was required to pay to void the order and he told her that she was required to pay \$2,500.00. The Tenant paid this amount to the Landlord.
3. The Tenant testified that Peter Helpard is the individual who rented her the rental unit and the person to whom she paid first and last month's rent. The Tenant states that she relied

on Peter Helpard's statement and did not know that she also needed to pay the application fee to void the order.

4. The order was enforced by the Court Enforcement Office on April 29, 2026. The unit has not been re-rented although the Landlord has family members staying at the unit to keep an eye on things and to prepare the unit for renovations.
5. Juliann Shone and Mahria Pamarit argued that I ought not to believe the Tenant's testimony that she did not receive a copy of the order, but I was not persuaded by this argument. The overall facts of this case (i.e. that the Tenant paid \$2,500.00) lends support to the Tenant's position that they did not receive a copy of the order and did not know that they had to pay an additional \$186.00 to void the order. It is improbable that the Tenant paid the April rent, but not the application fee, only to be evicted over an outstanding amount of \$186.00.
6. Juliann Shone and Mahria Pamarit also testified that Peter Helpard was not involved in the management of the property and argued that the Tenant ought not to have relied on his statement. I was also not persuaded by this because they did not contest that Peter Helpard rented the unit to the Tenant and collected the first and last month's rent deposit from her. I find that the Tenant was entitled to rely on the statement provided by Peter Helpard.
7. In light of the above, I am persuaded that there was an error in the proceeding resulting from the Tenant not receiving a copy of the order from the Board. This error was compounded by Peter Helpard telling the Tenant the incorrect amount she was required to pay to void the order.
8. As a result, I cancelled the order and proceeded to hear the Landlord's application.

L1 Application

9. It is uncontested that the Tenant paid \$2,500.00 to the Landlord for April rent since the hearing of this matter on March 12, 2026.
10. It is also not contested that the Tenant was put out of possession on April 29, 2026.
11. Since the Tenant paid the full amount for April, but did not have possession for April 29 2026 and April 30 2026, I find that the Tenant has overpaid by \$164.38 (i.e. \$2,500.00 monthly rent $\times$ 12 months $\div$ 365 days $\times$ 2 days). Crediting this amount to the \$186.00 owing to the Landlord for the L1 application fee, leaves a total balance owing to the Landlord of \$21.62 which the Tenant shall be order to pay the Landlord.
12. To correct the error in the proceeding, I find it appropriate to order the Tenant back into possession of the rental unit immediately.
13. The Tenant is not obliged to pay rent for the period she was not in possession of the rental unit (since the Tenant has already received credit for April 29, 2026 and April 30, 2026 as noted above, the Tenant is not obliged to pay rent for the period May 1, 2026 until the date she regains possession). The Tenant's obligation to pay rent will resume on the date she regains possession of the rental unit.

It is ordered that:

1. The request to review order LTB-L-000418-26 issued on March 26, 2026 is granted. The order is cancelled and replaced by this order.
2. The Tenants shall pay the Landlord \$21.62 representing the balance of rent and costs up to April 30, 2026.
3. If the Tenants do not pay the Landlord the full amount owing by June 5, 2026, the Tenants will owe interest. This will be simple interest calculated from June 6, 2026 at 4% interest annually on the balance outstanding.
4. The Landlord shall immediately allow the Tenants to recover possession of the rental unit.
5. The Landlord shall not re-rent the unit to anyone else.
6. If the Landlord does not allow the Tenants to recover possession of the unit, the Tenants may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenants.

May 25, 2026
Date Issued

Richard Ferriss
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.