



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-023862-26

In the matter of: 1274 LIMBERLOST RD
LONDON ON N6G 3A5

Between: Laurentiu Cociu Landlord

And

Lisa Stanford Tenant

Laurentiu Cociu (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Stanford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

Only the Landlord attended the hearing.

As of 3:48pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Tenant's Request to Reschedule

1. A request to reschedule the hearing was uploaded to the Tribunals Ontario Portal (TOP) by the Tenant the day before the hearing on May 24, 2026. The Landlord had not consented to the request and wanted to proceed with the hearing.
2. As the Tenant submitted the documents via TOP, the Board sent an email to the Tenant on May 25, 2026 at 9:12am which states:

Lisa Stanford,

The Board is returning the documents you uploaded yesterday. Your hearing is at 1pm today – Be sure to sign in early for attendance.

Zoom: <https://bit.ly/ZLTBVideo115>

Or Call

Toll free: 855-703-8985 or Local: 647-374-4685 Meeting ID: 995-0200-7831/

Unfortunately, you have not provided written consent from the landlord agreeing to reschedule Today's hearing. There isn't time to process your request to reschedule without consent.

You must be prepared to attend and speak to this request at the scheduled hearing.

If you do not attend the hearing or send a representative, the LTB may hold the hearing without you and make a decision based on only the landlord's evidence.

Parties or their representatives can request an adjournment at the hearing but should be well prepared to move forward.

For legal advice: Tenants can contact Legal Aid Ontario at toll free number 1-800-668-8258. Legal Aid Ontario provides low-income Ontarians free legal aid services, assistance, and information.

Tenants can also contact the Law Society Referral Services at 416-947-3330 or toll free at 1-800- 268-8326. If you cannot wait for a legal representative to call you back, or if you do not have a call- back number, email lrs@lso.ca. Or, if you are in crisis or in custody, call 1-855-947-5255 or 416-947-5255, Monday to Friday, between 9 a.m. and 5 p.m.

3. For the reasons that follow the request to reschedule was denied.
4. The request asks that the hearing be rescheduled to a new date due to the Tenant's moving from the property and her disabled son had an appointment that she had to attend. There were no accompanying documents with the request showing the date of her child's appointment being May 25, 2026, and that the Tenant was required to attend.
5. When considering the request to adjourn, the interests of both parties need to be considered including the relevant considerations under Guideline 1 and Rule 21.8.
6. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings, addresses the requirements for a request to reschedule the hearing and provides:

"The party seeking the hearing's rescheduling should submit a written request to the Board at least five business days before the scheduled hearing, preferably in the form provided by the Board."
7. Rule 28.1 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.

8. The Tenant did not comply with the Board's guideline by not providing at least 5 days notice of the request and has not provided an explanation as to why this requirement was not met. Further, the Divisional Court has held in *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 at paragraphs 16 and 17:

Further, it was the tenant's obligation to attend the hearing ready to proceed. If the tenant had requested an adjournment, he would have had to provide the LTB with an explanation – particularly where the lawyer had attended at the LTB to present an offer to buy the property but had then left.

Further still, the LTB generally requires that requests for an adjournment be made in advance of the hearing and not on the day of the hearing. No explanation has been provided as to why the lawyer was suddenly unavailable at the last minute, or, if his unavailability arose at the last minute, how this could have been so given his presence at the LTB prior to the hearing.

9. The Divisional Court confirmed the Board's discretion to proceed with a hearing in the absence of a party when no adjournment has been granted prior to the hearing, and when the parties do not follow the Board's process for requesting a rescheduling or adjournment of a hearing.
10. I do not find that the Tenant has complied with the Board's guidelines in relation to requesting the hearing be rescheduled, having only filed materials the day before the hearing. Despite being advised by the Board that the Tenant was required to attend the hearing, the Tenant did not have anyone appear on their behalf on the date of the hearing to request an adjournment and did not provide any corroborating evidence that would suggest she is unable to attend the hearing to make the request herself.

11. Therefore, it would not be unfair to proceed with the hearing.

L9 Application

12. 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.

13. The Tenant was in possession of the rental unit on the date the application was filed.
14. The Tenant vacated the rental unit on April 17, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
15. The lawful rent is \$2,590.00. It was due on the 1st day of each month.
16. The Tenant has not made any payments since the application was filed.
17. The rent arrears owing to April 17, 2026 are \$4,037.55.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$2,590.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
20. Interest on the rent deposit, in the amount of \$4.62 is owing to the Tenant for the period from March 18, 2026 to April 17, 2026.
21. The Tenant had uploaded to TOP section 82 issues to the Board. I note that the Tenant has filed a T2 and T6 application (LTB-T-023301-26 & LTB-T-009892-26) which are schedule for case conferences and the Tenant's applications are identical to the s.82 issues raised. Therefore, given the Tenant's absence her s.82 issues will not be considered but the Tenant can continue to proceed with her T2 and T6 applications.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 17, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,628.93. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Angela Smith
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,037.55
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,590.00
Less the amount of the interest on the last month's rent deposit	- \$4.62
Total amount owing to the Landlord	\$1,628.93