



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

File Number: LTB-L-001423-26-RV

In the matter of: Unit 1, 127 ANDREW ST
SAULT STE. MARIE ON P6A1N1

Between: Tuk Developments Inc Landlord

And

Jennifer Brown Tenant

Review Order

Tuk Developments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Brown (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-001423-26 issued on March 17, 2026; the Tenant did not attend.

On March 23, 2026, the requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 30, 2026, interim order LTB-L-001423-26-RV-IN was issued, staying the order issued on March 17, 2026.

This application was heard by videoconference on May 28, 2026.

The Landlord's Legal Representative Carol Mole and the Tenant attended the hearing.

Determinations:

1. The Tenant's review request is based on not reasonably able to participate process.
2. The Tenant testified the review should be granted. She had unexpected daycare and internet issues; she contacted the Board at 7:30 a.m. about this. At just after 9:00 a.m., she emailed the Landlord, Landlord's Legal Representative, and the Board to let them know that she had to phone in but her phone was cut off so she had to run to the store to get a new SIM card; the email is on the portal. The hearing was stood down until 10:00 a.m., but this ended up being not enough time; the matter went forward at 10:06 a.m. without her. She fully intended on participating in the hearing because she wants the issue resolved; everything happened at once. The child tax credit and social assistance issues are almost fixed; she can have it all paid off quickly. The Tenant does not dispute that the arrears owing to May 31, 2026, are \$12,292.30; the monthly rent is \$1,600.00. The Tenant

understands there would be a breach clause attached if the review and payment plan are granted.

3. The Tenant requested the following payment plan

- \$4,000.00 towards the arrears within 2 weeks from the hearing date.
- June rent on June 9, 2026.
- \$350.00. towards the arrears June 20, 2026.
- July rent on the 1st.
- \$350.00 towards the arrears on July 20, 2026.
- \$7,592.30, the balance of arrears, on July 28, 2026.

4. The Landlord's Legal Representative submitted that the review should not be granted; the Tenant should have had daycare arranged since she knew she had a hearing, and she should have ensured that she had sufficient phone data to call into the hearing; therefore, she did not mitigate or exercise due diligence. The matter was stood down for her, and she still did not attend. Further, the Tenant has made no effort to pay anything regularly, and she did not come to this hearing with the ability to pay June's rent on time. If the review is granted, a standard order should be issued; the payment plan offered is not reasonable as nothing is being paid this month.

5. Based on the submissions made in the request and the testimony before me, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. In *Kathryn King-Winton v. Doverhold Investments* (2008 CanLII 60708 (ON SCDC)), the Divisional Court stated, "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less." Here, I accept that the Tenant was up against circumstances all at once, some of which were out of her control. I also accept that she did her best to handle everything, but unfortunately, it was not enough. The Tenant has a young child and has taken the necessary steps to get her finances/money sources fixed, including emergency help to pay off the arrears. Even though money cannot be paid until early June, as this hearing is the very latter part of May, I consider the payment plan to be reasonable. Any prejudice towards the Landlord is addressed by the short repayment-period involved and the breach clause.

It is ordered that:

1. The request to review order LTB-L-001423-26 issued on is granted. The order is cancelled and replaced with the following:
2. The Tenant shall pay the Landlord \$12,292.30 which represents the arrears of rent owing to May 31, 2026, and costs to the Landlord to file the application with the Board.
3. The Landlord's application for eviction of the Tenant is denied on the condition that payment is made in accordance with the following:
 - a) Pay the lawful monthly rent for June 2026 on June 9, 2026.
 - b) Pay \$4,000.00 on or before June 11, 2026.
 - c) Pay \$350.00 on or before June 20, 2026.
 - d) Pay \$350.00 on or before July 20, 2026
 - e) Pay \$7,592.30 on or before July 28, 2026

4. The Tenant shall also pay the Landlord the rent for July 2026, in full, and on the first (1st) of the month, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any of the payments in accordance with paragraphs 3 and 4, and by the dates required, then:
 - (a) The Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
 - (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.
6. The interim order issued on March 30, 2026, is cancelled.

June 2, 2026
Date Issued

Diane Wade
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.