



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

Citation: WMR Hewson - John Street Apartments v Stanley, 2026 ONLTB 44477

Date: 2026-06-11

File Number: LTB-L-005687-26-RV

In the matter of: 304, 27 JOHN ST S
MISSISSAUGA ON L5H2E5

Between: WMR Hewson - John Street Apartments Landlord

And

Ryan William Stanley Tenant

Review Order

WMR Hewson - John Street Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan William Stanley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-005687-26, issued on April 8, 2026. The Tenant did not attend the March 25, 2026 Board hearing.

On April 16, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 20, 2026, interim order LTB-L-005687-26-RV-IN was issued, staying the order issued on April 8, 2026.

The review request was heard by videoconference on June 3, 2026.

Only the Landlord's Agent, Elizabeth Murcott, the Tenant's Guarantor, Tricia Stanley (AKA Tricia Stanley Nobles), and the Guarantor's legal representative, Jennifer Lambe, attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:40PM. The Tenant did not join the proceeding for the duration of the hearing block.

Determinations:

1. The request to review the order is granted, in part. At the June 3, 2026 review hearing, the Landlord's Agent and the Guarantor's legal representative agreed that the Guarantor is not a "Tenant" as defined in the *Residential Tenancies Act, 2006* (the 'Act'). The Guarantor did not intend to occupy the rental unit when the tenancy between the Landlord and

Tenant was created, and the Guarantor did not pay rent to the Landlord in exchange for the Guarantor's right to possess the rental unit.

2. The Landlord's Agent accordingly consented to the part of the Tenant's review request that asked to remove the Guarantor as a party to the application.
3. The Tenant, however, did not attend the June 3, 2026 review hearing to support their review submission that they were not reasonably able to participate in the March 25, 2026 Board hearing.
4. The Board's application record shows the Board gave its notice of the review hearing to the Tenant by email on April 22, 2026 and by regular mail on April 28, 2026. Neither was returned to the Board as undeliverable.
5. Although the Guarantor testified that the Tenant is a person with a disability, there was no reliable evidence that the disability, or any other thing, prevented the Tenant from attending and participating in the June 3, 2026 review hearing.
6. Without evidence or submissions from the Tenant, I am not satisfied that the Tenant was not reasonably able to participate in the Board hearing.

It is ordered that:

1. The request to review order LTB-L-005687-26, issued on April 8, 2026, is granted in part. The order is varied to remove Guarantor Tricia Stanley (AKA Tricia Stanley Nobles) as a party to the application. Any reference to the "Tenant" in order LTB-L-005687-26 does not include the Guarantor.
2. The balance of the April 8, 2026 order remains unchanged.
3. The interim order issued on April 20, 2026 is cancelled. The stay of order LTB-L-005687-26 is lifted immediately.

June 11, 2026
Date Issued

Harry Cho
Vice Chair, 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.