



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

Citation: Postma v Blair, 2026 ONLTB 44569

Date: 2026-06-09

File Number: LTB-L-107403-25-RV

In the matter of: 202, 31 GORDON ST
GUELPH ON N1H4G9

Between: Kelly Postma Landlord

And

Brian Jeffrey Blair Tenant

Review Order

Kelly Postma (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Jeffrey Blair (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-107403-25 issued on March 17, 2026. The hearing was held on March 3, 2026. As of 2:25 p.m., neither the Landlord nor the Tenant were present or represented. The hearing was dismissed as abandoned.

On March 31, 2026, the Landlord requested a review of the order.

On April 9, 2026, interim order LTB-L-107403-25-RV-IN was issued, staying the order issued on March 17, 2026.

This request to review was heard by videoconference on June 2, 2026. Only the Landlord attended the review.

I was satisfied that the Tenant the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 2:01 p.m.

Determinations:

1. The Landlord requests a review of order LTB-L-107403-25 issued on March 17, 2026, because she was not reasonably able to participate at the March 3, 2026, hearing.
2. The Landlord says that she inadvertently mis-calendarized the date of the hearing, logging in one day later. She believes she accidentally had a typo in her calendar. She called the Board immediately upon realizing her error, and filed the Request to Review immediately after receiving a copy of the Board's order.

4. The phrase “not reasonably able to participate” has been considered by the Divisional Court on several occasions. In *King-Winton v. Doverhold Investments Ltd.*, [2008] O.J. No. 4697 (Ont. Div. Ct.) the tenant argued she did not attend the hearing because she misread the Notice of Hearing and got the dates mixed up. The Divisional Court ruled the Board should have granted her request to review on the grounds of not reasonably able to participate because the evidence suggested that the tenant genuinely intended all along to participate and otherwise, she would be denied the right to be heard. The Court stated: “being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less.”
5. In *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Ont. Div. Ct.) the tenant had dialled into the telephone hearing five minutes late and was not able to join the hearing. The Court held the tenant was not reasonably able to participate.
6. Similarly, in *Decosse v. Isles of Innisfree Non Profit Homes*, [2012] O.J. No. 964 (Ont. Div. Ct.) the tenant attended multiple hearing dates but on the final day arrived 20 minutes late and was not able to join the hearing. Again, the Court found they were not reasonably able to participate. In all of these cases there was some evidence that the individual had made attempts to participate.
7. In my view, the Landlord intended to participate. She attended the hearing, albeit a day late. Once alerted to her mistake, she took reasonable and prompt steps to address the error. Given the Court’s guidance in *King-Winton*, *Sutherland*, and *Decosse*, and the principles of natural justice, I am satisfied that the Landlord intended to participate in the March 3, 2026, hearing.

It is ordered that:

1. The request to review order LTB-L-107403-25 issued on March 17, 2026, is granted. The order is confirmed and remains unchanged.
2. The interim order issued on April 9, 2026, is cancelled.
3. Order LTB-L-107403-25 issued on March 17, 2026, is cancelled and replaced with the following:

Determinations:

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 \$1,153.14. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.91. This amount is calculated as follows: \$1,153.14 x 12, divided by 365 days.

5. The Tenant has paid \$8,785.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$5,804.84.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,075.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$68.78 is owing to the Tenant for the period from October 3, 2023, to June 2, 2026.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord states that the Tenant is an older gentleman who faces some challenges. She submits an extended termination is fair under the circumstances.
12. I agree that a delay to June 30, 2026, is appropriate in the circumstances. This gives the Tenant an opportunity to seek alternate accommodations while minimizing further prejudice to the Landlord.

It is ordered that:

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:**
 1. \$6,010.84 if the payment is made on or before June 30, 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 30, 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 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,789.74. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on

the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$37.91 per day for the use of the unit starting June 3, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

June 9, 2026
Date Issued

Jane Dean
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 January 1, 2027 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 30, 2026

Rent Owing To June 30, 2026	\$14,589.84
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,785.00
Total the Tenant must pay to continue the tenancy	\$6,010.84

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

Rent Owing To Hearing Date	\$13,512.52
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,785.00
Less the amount of the last month's rent deposit	- \$1,075.00
Less the amount of the interest on the last month's rent deposit	- \$68.78
Total amount owing to the Landlord	\$3,789.74
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$37.91 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

