



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

File Number: LTB-L-104690-25-RV

In the matter of: 401, 312 GRAND RIVER AVE
BRANTFORD ON N3T5W9

Between: Megna Property Management Landlord

And

Carol Clark Tenant

Review Order

Megna Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Carol Clark (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-104690-25 issued on March 6, 2026. The matter was heard on February 23, 2026 and neither the Landlord or Tenant was present when the matter was called at 11:10am. Therefore, the Application was dismissed as abandoned.

On March 16, 2026, the Landlord requested a review of the order.

On March 17, 2026 interim order LTB-L-104690-25-RV-IN was issued, directing the matter to a review hearing.

This application was heard by videoconference on May 5, 2026.

Only the Landlord's Agent attended the hearing. I was satisfied that the Tenant or Landlord 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 1:27pm

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that the Landlord was not reasonably able to participate in the proceeding.
2. The Landlord testified that his wife booked a vacation (a cruise) without informing him. The cruise was from February 20, 2026, to March 2, 2026. He testified that he became aware of this vacation shortly before the January 19, 2026.
3. He testified that he did not have cellular service on the cruise, but there was WIFI available for purchase. However, he had been advised by other passengers not to purchase it because it was sporadic.

4. He testified that he and his administrator called the LTB on January 15, 2026 and were instructed to submit a request to reschedule via email, which he did on January 19, 2026, he testified that he also uploaded the request to reschedule to the Tribunal Ontario Portal.
5. He testified that he also called the Tenant about the request to reschedule, and the Tenant indicated that he was "ok" with it.
6. He testified that his administrator uploaded a document to the portal on February 11, 2026 to follow up on the request to reschedule. However, the Board's records only indicate that the Landlord provided an email containing a discussion of unavailable dates between himself and the Tenant to the Board on February 12, 2026.
7. He testified that he never received a response from the Board with respect to reschedule. He testified he is the only representative for the Landlord and did not have anyone else who could have attended the hearing on behalf of the Landlord, and he was unable to attend as he was on a cruise.
8. He also testified that he followed up with the Board about the request to reschedule on March 11, 2026 after the hearing had been held.

Analysis

9. I am not satisfied that the Landlord's Agent has demonstrated that he was not able to reasonably participate in the hearing held on February 23, 2026.
10. The Board's records indicate that the Landlord submitted a request to reschedule via email on January 19, 2026. The email states:

Good afternoon,

We would like to reschedule our hearing for file # LTB-L-104690-25 on February 12, 2026 @9am. We are unable to attend due to personal reasons.

Please see the attached document with unavailable dates.

Our tenant who resides in the unit has been cc'd to this e-mail.

11. The email also contains unavailable dates for the Landlord. It does not indicate that the Tenant has consented to the request to reschedule or contain unavailable dates for the Tenant.
12. Interpretation Guideline 1 states:

Rescheduling Requests on Consent of the Parties

If a party cannot attend a hearing, will not be prepared to proceed on the date set out in the Notice of Hearing or believes that applications scheduled on different dates should be heard together they may ask the other parties if they consent to rescheduling the hearing to a different date. They should request rescheduling as soon as possible after they realize it is necessary.

The Board will reschedule a hearing if the party seeking the rescheduling is able to obtain the agreement of the other party or parties (Rule 21.1). The request must be provided to the Board as soon as reasonably possible and not less than five full business days before the scheduled hearing.

If a tenant requests rescheduling, they should deal with the landlord's representative, if there is one, or with the landlord directly. If there are multiple landlords, the agreement of each must be obtained.

When a landlord requests rescheduling, they should deal with the tenant's representative, if one exists, or with the tenant directly. If there is more than one tenant, the agreement of each must be obtained.

Parties should respond promptly and reasonably to requests from another party to reschedule. If a party is found to be unreasonable in their response to a rescheduling request a Member may order the party to pay costs to the other party.

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. The written request must include:

- confirmation that the other party or parties have agreed to the rescheduling;
- the dates the parties, and, their representatives, if any, will not be available for the next three months (subject to the availability of a Member).

13. The Landlord's request to reschedule does not contain a confirmation that the Tenant has consented to the request to reschedule, and the matter was not rescheduled by the Board.
14. While the Landlord also provided an email thread between themselves and the Landlord discussing unavailable dates on February 12, 2026, I am not satisfied that the Landlord followed up with the Board to confirm that the hearing had been rescheduled. It would be reasonable to expect the Landlord to conduct basic due diligence to confirm that the hearing had in fact been rescheduled before choosing not to attend the proceeding especially as the request to reschedule had not complied with the Board's Guideline on Adjourning and Rescheduling Hearings.
15. Instead, it appears that the Landlord Agent went on vacation and made no attempt to join the hearing on February 2, 2026, despite not having received any confirmation that the matter had been rescheduled. I am satisfied that this amounts to a lack of due diligence.
16. The Divisional Court has stated in *Q Res IV Operating CP Inc. v. Berezovs'ka* 2017 ONSC 5541 "[I]f parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely cost-effective and final orders

17. As such, I find that the Landlord was reasonably able to participate in the proceedings but failed to do so through their own lack of due diligence and neglect for the Board's procedure on adjournments and rescheduling.

18. Therefore, the request to review is denied.

It is ordered that:

1. The request to review order LTB-L-104690-25 issued on March 6, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 17, 2026 is cancelled.

June 8, 2026
Date Issued

Reid Jackson
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.