



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

File Number: LTB-L-100634-25-RV-AM

In the matter of: 202, 2204 DUFFERIN ST
YORK ON M6E3R8

Between: 2204-2208 DUFFERIN INC.

Landlord

And

Evan Shawn Krol

Tenant

AMMENDED Review Order

Pursuant to the Board's discretion under section 21.1 of the Statutory Powers and Procedures Act (the 'SPPA') the order is clerically amended as below.

2204-2208 DUFFERIN INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Evan Shawn Krol (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-100634-25 issued on March 3, 2026.

On March 27, 2026, the Tenant requested a review of the order, and that the order be stayed until the request to review the order is resolved.]

Interim order LTB-L-100634-25-RV-IN was issued, staying the order issued on March 3, 2026.

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

The Landlord's Agent, the Landlord's Legal Representative Lily McMillan, and the Tenant's Agent Dawn Marie Arnone, attended the hearing.

The Tenant spoke to duty counsel prior to the hearing.

Determinations:

Review Request

1. The Tenant's review request is based on not reasonably able to participate *in the* process.
2. The Tenant's Agent testified the review should be granted; the Tenant was not reasonably able to participate because he *was incarcerated*. She did not receive the Notice of Hearing from the Board, likely because the mailboxes are in disrepair and they have had missing

mail in the past. Approximately 4 days prior to the hearing she received a copy of the Notice of Hearing under the apartment door. She attended the hearing on February 25, 2026; in discussions with the Landlord's Legal Representative prior to the hearing, she was told she needed signed approval, such as a Power of Attorney to action the Tenant's behalf. As such, she was not permitted to take part in the hearing. She now has the necessary approval, it is on the portal and wishes the opportunity to present their case. She and the Tenant want this issue resolved.

3. The Landlord's Legal Representative submitted that the review should not be granted; there are substantial arrears, no rent has been paid, and the Tenant's Agent could have spoken to the issue at the last hearing.
4. Based on all of the submissions made in the request and the testimony before me, I am satisfied that the Tenant and the Tenant's Agent were 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, the Tenant's Agent attended the initial hearing but due to lack of proper documentation act on the Tenant's behalf, she was not allowed to participate. The Tenant's Agent's attendance at the hearings and the subsequent signing of a POA demonstrate the Tenant and the Tenant's Agent's intention to participate in the hearing process. As to the Tenant's Agent trying to speak to the issue at the last hearing, it was from discussions with the Landlord's Legal Representative that she believed she was not allowed to.

Merits

5. It is not disputed that the arrears owing to May 31, 2026, inclusive of the application filing fee are \$18,017.00.
6. It is also not disputed that the monthly rent increased from \$2,200.00 to \$2,246.20 effective January 1, 2026.
7. *Based on the Monthly rent, the daily rent/compensation is \$73.85. This amount is calculated as follows: \$2,246.20 x 12, divided by 365 days.*
8. The Landlord's Legal Representative submitted that Landlord is seeking a standard order: the arrears are high; nothing has been paid since this Landlord became the owner; the previous Landlord had to write off the Tenant's arrears, approximately \$40,000.00, as a condition of the sale
9. The Tenant's Agent requested a payment plan of \$500.00 per month starting June 20, 2026, and the lawful rent starting June 1, 2026; this plan would run approximately 36 months. The Tenant then said she could go up to \$1,800.00 towards the arrears per month which would bring the timeframe down to 18 months. She should be granted a repayment plan because she is essentially a single mother.
10. The Landlord was not amenable to either based on the reasons in her submissions and the Landlord's belief that the tenancy is not sustainable.

11. *The Landlord collected a rent deposit of \$2,200.00 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.*
12. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant's Agent did not offer any explanation in respect of substantial arrears being written off by the previous Landlord or why nothing has been paid since the application was filed. Although being a single mother with an incarcerated spouse may be sympathetic, there was no testimony as to how this tenancy is sustainable. A standard order shall issue.

It is ordered that:

1. *The request to review order LTB-L-100634-25 issued on March 3, 2026, is granted; the order is cancelled and replaced with the following.*
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,263.20 if the payment is made on or before June 13, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 13, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 13, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,981.45. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$73.85 per day for the use of the unit starting May 29, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 13, 2026, then starting June 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

10. 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 June 14, 2026.

June 2, 2026

Date Issued

June 23, 2026

Date Amended

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 14, 2026 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 13, 2026

Rent Owing To June 30, 2026	\$20,077.20
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,263.20

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

Rent Owing To Hearing Date	\$17,6795.45
Application Filing Fee	\$186.00
<i>Last Month Rent Deposit</i>	<i>-\$2,200.00</i>
<i>Interest on the Last Month Rent Deposit</i>	
Total amount owing to the Landlord	\$17,981.45
Plus daily compensation owing for each day of occupation starting May 29, 2026	\$73.85 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	