



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

File Number: LTB-L-013409-26-RV

In the matter of: 20, 47 JOHN PERKINS BULL DR
NORTH YORK ON M3K0C4

Between: 47 JPB GP INC Landlord

And

Katherine Leeking Tenants
Joshua Evan Roy

Review Order

47 JPB GP INC (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Leeking and Joshua Evan Roy (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-013409-26 issued on May 22, 2026.

On May 25, 2026, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On May 27, 2026 interim order LTB-L-013409-26-RV-IN was issued, staying the order issued on May 22, 2026

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Sara Mathew, the Landlord's Agent, Shay Barak ('SB'), and the Tenants, Katherine Leeking ('KL') and Joshua Evan Roy ('JR'), attended the hearing.

Determinations:

1. The Tenants requested a review of the Board's order on the ground that they were not reasonably able to participate in the hearing which was held on April 30, 2026. For the following reasons, the review of order LTB-L-013409-26 issued on May 22, 2026 is denied.
2. There is no dispute that on the date of the hearing, the police attended the Tenants rental unit for a noise disturbance and that JR was arrested and during the arrest got injured, and subsequently attended the hospital. There is also no dispute that the Tenants were locked out of their rental unit and SB attended the rental unit to unlock their door.
3. JR testified that he was unable to participate in the hearing because at 3:00 a.m. on the day of the hearing, police attended his rental unit and he was arrested. During the arrest, his knee got injured and he was transported to the hospital. JR says that he was released from the hospital between 8:00 a.m. to 8:30 a.m. and walked home. When he got home at approximately 9:00 am he discovered he was locked out of his unit. The Tenant says JR attended the rental unit to unlock his door and that he did not get back into his unit until 9:30 a.m. and by this time the hearing already started. JR says that he was too mentally, physically, and emotionally spent because of his arrest and not able to attend the hearing because of it.
4. KL says that she was unable to participate in the hearing because she was locked out of her rental unit and that her battery was running low. KL says she has Generalized Anxiety Disorder and because of the stress of JR being arrested, she was unable to attend the hearing.
5. The Landlord is disputing the claim that the Tenants were not reasonably able to participate and are disputing the timelines and oral evidence of the Tenants.
6. SB is the property manager for the residential complex. SB says that he received a text from KL at 6:50 a.m. requesting he attend the rental unit to unlock the door as they were locked out. SB responds to KL that he can be there at 8:30 a.m. SB's testimony is that he arrived earlier than 8:30 a.m., at 8:15 a.m., and unlocked the door for the Tenants. SB says at no time did the Tenants tell him they would be unable to attend the hearing. SB attended the hearing by 9:00 a.m.
7. The Landlord uploaded into evidence a picture of the Tenant inside the hallway of the residential complex on the date of the hearing which is time stamped 6:18 a.m.
8. JR did not deny this was him and then stated that he must have came back to the rental unit earlier than he thought. He then stated that SB may have unlocked the rental unit possibly at 9:00 a.m., or possibly around 8:50 a.m.
9. Overall, I find the evidence of SB credible. I found the testimony of JR problematic such that he lacked credibility and reliability. Once there was evidence presented by the Landlord to dispute JR's timelines, JR changed his testimony. I also accept the testimony from SB that he attended the rental unit to unlock the doors between 8:15 a.m. to 8:30 a.m. JR's initial testimony was that he gained access to this unit at 9:30 a.m. and therefore

the hearing had already begun and he could not attend because of that reason. At a different time during his testimony, he says that SB attended to unlock the doors at 9:00 a.m., then changed his testimony again to possibly 8:50 a.m. By 9:00 a.m., SB was already in the hearing room.

10. Even if I were to accept that the Tenants only gained entry to their rental unit at 9:00 a.m. on the date of the hearing, there was no reasonable explanation provided as to why they were unable to log into their hearing. The Tenants could have attended the hearing to ask for an adjournment and did not do so. In the Notice of Hearing (NOH') sent out to the Tenants, it explains that if a tenant does not attend the hearing, that the LTB may hold a hearing without you and make a decision based on only the landlord's evidence.
11. There was no evidence uploaded to the portal to support JR's position that he was mentally, emotionally, or physically unable to participate in the hearing. KL testified that she has anxiety and that she was unable to attend the hearing. There is also no medical evidence to support her position either.
12. The Tenants did not notify SB that they planned not to attend the hearing even though SB was just at the rental unit speaking to them immediately prior to the hearing to unlock their door.
13. On the basis of the submissions made in the request, I am not satisfied that the Tenants were not reasonably able to participate in the proceeding and as such, the review request is denied.
14. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-013409-26 issued on May 22, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on May 27, 2026 is cancelled. The stay of order LTB-L-013409-26 is lifted immediately.

June 19, 2026
Date Issued

Paula West Oreskovich
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.