



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

Date: 2026-06-30

File Number: LTB-L-017145-26-RV

In the matter of: 1, 625 Leslie Avenue
Thunder Bay ON P7A1Z6

Between: Les Smith Landlord

And

Nicole Hardy Tenant

Review Order

Les Smith (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Hardy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-017145-26 issued on April 15, 2026. The hearing was held on April 7, 2026. As of 10:11 a.m., the Tenant was not present nor represented.

On April 24, 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 27, 2026, interim order LTB-L-017145-26-RV-IN was issued, staying the order issued on April 15, 2026.

The request to review was heard by videoconference on June 23, 2026. The Landlord, his support person, Susanne Smith, and the Tenant's Legal Representative, Caycie Soke, attended the hearing.

Determinations:

1. The Tenant seeks to review order LTB-L-017145-26 issued on April 15, 2026, because the Tenant was not reasonably able to participate at the April 7th, 2026, hearing. For the reasons below, I find that the Tenant was not reasonably able to participate at the hearing of April 7, 2026.
2. By way of background, the Landlord applied for an order terminating the tenancy and for the arrears of rent due and owing to the date of the hearing. A voidable order was issued instructing the Tenant to either pay the arrears or that if she failed to do so, the tenancy would be terminated.

3. On April 24, 2026, the Tenant filed a request to review order LTB-L-017145-26 issued on April 15, 2026.
4. Although the Tenant was not in attendance, her Legal Representative attended and was provided with instructions. Therefore, the review was heard.
5. The Tenant Representative submits that the Tenant has low literacy. She had known about the hearing, but due to her limited literacy and comprehension, she had noted the date as April 17, 2026, rather than April 15, 2026.
6. 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.”
7. I find it appropriate to grant the request to review. I say this because the Tenant faces challenges which may have prevented her from attending the hearing. In my view, the broad principles of natural justice, as found in *King-Winton*, as applied to the situation warrant granting the request.
8. The matter was heard *de novo*.

It is ordered that:

1. The request to review order LTB-L-017145-26 issued on April 15, 2026, is granted.
2. The interim order issued on April 27, 2026, is cancelled.
3. Order LTB-L-017145-26 issued on April 15, 2026, is cancelled and replaced with the following:
 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 \$1,127.00. It is due on the 1st day of each month.
 4. Based on the Monthly rent, the daily rent/compensation is \$37.05. This amount is calculated as follows: \$1,127.00 x 12, divided by 365 days.
 5. The Tenant has not made any payments since the application was filed.
 6. The rent arrears owing to June 30, 2026, are \$5,882.00.

7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit. The Landlord advised that this had been applied to the outstanding arrears in February 2025.
9. 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 July 20, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a standard order. The Tenant has made no payments since the application was originally filed.
10. The Tenant's Representative submits that the Tenant is now in receipt of ODSP funds. Although these are insufficient to address the arrears of rent in addition to the ongoing rent, they are hoping to apply for assistance from the rent bank for the majority of the outstanding amounts and request a payment plan for the remaining.
11. I am not persuaded that it is appropriate to grant a conditional order in the circumstances. There is no guarantee that the rent bank will be able to assist the Tenant, or when this may take place. The Tenant did not take adequate steps, in my view, to have made this application to the rent bank in advance of the hearing. The Board cannot make an order in the future without any information to support the conditions requested.
12. In the alternative, the Tenant requests an extended termination date. Given the length of time the Landlord has gone without rent payments, I find it would be prejudicial to the Landlord to grant a termination date past July 20, 2026. The Tenant has already had the benefit of the past eight weeks awaiting the review. The Landlord advises that the Sheriff is likely to take a few weeks. In my view, the termination date of July 20, 2026, gives the Tenant an opportunity to find alternate accommodations.

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:**
 - \$7,210.00 if the payment is made on or before July 20, 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 July 20, 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 July 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,808.15. 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.
6. The Tenant shall also pay the Landlord compensation of \$37.05 per day for the use of the unit starting June 24, 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 July 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 21, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 20, 2026, then starting July 21, 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 21, 2026.

June 30, 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 21, 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 July 20, 2026

Rent Owing To July 31, 2026	\$7,009.00
Application Filing Fee	\$201.00
Total the Tenant must pay to continue the tenancy	\$7,210.00

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

Rent Owing To Hearing Date	\$5,607.15
Application Filing Fee	\$201.00
Total amount owing to the Landlord	\$5,808.15
Plus daily compensation owing for each day of occupation starting June 24, 2026	\$37.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	