



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

**Citation:** The Effort Trust Company v Meseljevic, 2026 ONLTB 50879

**Date:** 2026-06-29

**File Number:** LTB-L-106399-25-RV

**In the matter of:** 414, 12 MOUNTAIN AVE N  
STONEY CREEK ON L8G3P1

**Between:** The Effort Trust Company Landlord

**And**

Edita Meseljevic Tenant

### **Review Order**

The Effort Trust Company (the 'Landlord') applied for an order to terminate the tenancy and evict Edita Meseljevic (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

This application was resolved by order LTB-L-106399-25 issued on June 12, 2026 pursuant to a hearing attended only by the Landlord's Legal Representative, Kristin A Ley.

On June 25, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

### **Determinations:**

1. The Tenant submits they were not reasonably able to participate in the proceeding, and that there are serious errors contained in the order.
2. While the Tenant submits they were unable to reasonably participate in the hearing, there are no submissions containing details to substantiate this claim in the review request.
3. While the Tenant makes several references to natural justice and the lack of access to justice, I note the Tenant was clearly aware of the hearing, given that they filed a request to reschedule the hearing and request for accommodation 5 days before it.
4. No explanation is provided in the request for why the Tenant did not attend the hearing or any adequate reason provided as to why they could not have participated in it on the

hearing date. I cannot find that the Tenant was denied natural justice on the basis of the information provided.

5. I therefore find the Tenant has not provided sufficient information to make a finding they were not reasonably able to participate in the hearing in accordance with the requirements of Rule 26.8.e.
6. The Tenant submits there are a number of serious errors in the order or proceedings that can be summarized as follows:
  - a. The Tenant submits that the order states that there was no request to adjourn the hearing, but the Tenant filed a request to reschedule the hearing and accommodation request on April 4, 2026 and that these requests were not considered by the Board;
  - b. The Tenant submits that hearing proceeded with only the Landlord's evidence and without consideration of evidence and submissions filed by the Tenant and that on this basis there are factual findings in the order that are incorrect, including that the N5 notice of termination should not have been found to be valid; and
  - c. The Tenant submits that ordering eviction was inappropriate in the circumstances, or that the direct payment of rent occasioned by their Ontario Works benefits entitles them to stay in the rental unit for a longer period of time.

#### Requests to Reschedule and For Accommodation

7. The order does state in the pre-amble that, "There was no record of a request to adjourn the hearing." The Tenant submits that given they filed a request to reschedule the hearing, this constitutes a serious error.
8. I note that the Tenant filed a request to reschedule and a request for accommodation on April 4, 2026. The request for accommodation was denied by Member Endorsement on April 7, 2026, but the request to reschedule was not actioned prior to the hearing.
9. Requests to reschedule and requests to adjourn are technically different in that the Board interprets requests to reschedule to be requests made prior to the hearing on an administrative basis, and requests to adjourn are those made on the day of the hearing to the adjudicator. However, these requests are similar enough that this statement without further explanation may constitute an error in the order. I am not satisfied though that the statement, or the failure to consider the Tenant's request to reschedule, constitutes a serious error in the order or proceedings for the reasons that follow.
10. The Tenant filed a request to reschedule on April 4, 2026. This is less than the five business days prior to the hearing required by LTB Rule 21.1. It was also not on consent as required by LTB Rule 21.1. This request was not actioned prior to the hearing, however given these requirements were not met, I find that if this request had been actioned it would not have been likely to change the outcome of the proceedings.

11. I note that while the LTB has the jurisdiction to waive any Rule, it will only do so in extraordinary circumstances. I have examined the request to reschedule, and I am not satisfied any extraordinary circumstances were present in this instance. This is particularly so given the that the Tenant's concerns regarding access to the hearing by phone or internet were directly answered and decided upon in relation to their request for accommodation by the Member Endorsement issued on April 7, 2026.

12. Further, if the Member had directly considered the request in the absence of the Tenant, I find it is unlikely that the outcome of the proceedings would have changed for the same reasons. If a request to reschedule is not granted, the party must attend the hearing to make their adjournment request. As noted in the LTB's Interpretation Guideline 1 on Adjourning and Rescheduling Hearings:

*"If the other party does not consent to rescheduling or the Board does not grant the request, the hearing will proceed on the originally scheduled date and the parties or their representatives must attend."*

*As discussed below, the party or their agent may request an adjournment at the beginning of the hearing which may be granted or denied."*

13. Clear notice is also given in the Important Information section on the LTB's Request to Reschedule form itself that a party must be responsible for determining whether their request has been granted and must attend if it has not been:

*"2. The parties or their representatives must contact the LTB to find out if the LTB has granted the request."*

*3. The hearing will proceed on the original date if the LTB does not grant your request. If the applicant does not attend the hearing, the application may be dismissed. If the respondent does not attend the hearing, the LTB may proceed without the respondent."*

14. It is the usual course of proceedings for the LTB to proceed with the hearing on an uncontested basis where a request to reschedule has not been actioned prior to the hearing, but the party who made the request does not attend the hearing. I note that the request to reschedule was unactioned in part as it had not been filed by the deadline set by the LTB to do so pursuant to Rule 21.1, and that despite the Tenant's submission, the accommodation request was actioned.

15. I find there was no serious error in the proceedings in the Board proceeding to adjudicate the claim in these circumstances and that the notation that no request to adjourn had been made also does not constitute a serious error in the order.

#### Proceeding Without Consideration of the Tenant's Evidence/Factual Findings

16. The Tenant submits it was a serious error in the order or proceedings for the Member to proceed with the hearing and consider only the Landlord's evidence, rather than written evidence and submissions of the Tenant filed in the Tribunals Ontario Portal. The Tenant

further submits that this resulted in serious errors in the factual findings in the order, including in relation to the validity of the N5 notice of termination.

17. Filing evidence or submissions does not make them part of the evidentiary record of the hearing. A party must attend the hearing to introduce evidence and make submissions to the adjudicator if they wish the evidence and submissions to be considered. It is not an error for the Member not to have considered evidence and submission that were not raised to them in the hearing.
18. The N5 notice of termination is valid on its face. While the Tenant wishes now to make an argument that it is invalid pursuant to details contained in its schedules, this is a submission the Tenant should have attended the hearing and made to the Member. They did not do so.
19. Absent a serious error, a review is not an opportunity to reargue your case in hopes of a more favourable outcome. Nor is it an opportunity to present evidence and submissions that could and should have been presented at the original hearing.
20. I note as well that the Tenant's submissions in this regard amount to one that the N5 notice of termination is invalid as the wrong paragraph letter is referenced in the schedule in relation to the rule in the lease the Tenant was found to have violated. Given the full text of the rule the Tenant violated is contained in the N5 notice of termination and there is no submission that this provision was not contained in the lease, I find it unlikely that this would have changed the outcome of the proceedings even if this submission had been made in the hearing.
21. I find there was no serious error in the order or proceedings on this basis for the reasons above.

#### Determinations on Eviction

22. The Tenant submits there is a serious error in the order as eviction puts their family at risk of homelessness, it will interfere with a program their child is registered in, their rent will be directly paid to the Landlord for July, and that on this basis the order providing they must move on or before July 11, 2026 is unfair.
23. The Tenant was not present to make submissions as to the Tenant's family circumstances. While the reasons provided in the order in regard to the decision on granting relief from eviction are sparse, a review of the hearing recording shows the Member did consider the circumstances of the Tenant that were before them under section 83 of the Act. The Member asked questions of the Landlord as to whether there were circumstances the Member should consider in this regard. After being told that there were children in the unit, the Member determined that a delay of 30 days from the issuance of the order prior to eviction would be appropriate, despite the Tenant not attending the hearing to make submissions in this regard.

24. Whether or not to grant relief from eviction is within the discretion of the Member who heard all of the evidence and submissions from both sides at the hearing. The hearing recording reveals a reasonable basis for the Member's decision to grant eviction but postpone eviction for 30 days from the issuance of the order. The reasonable exercise of discretion will not be interfered with on review.
25. That the Tenant's rent would be directly paid by Ontario Works to the Landlord for the month of July was not before the hearing Member, and so it was not a serious error not to consider it. I further note that this payment does not create a free standing right for the Tenant to stay in the rental unit for a longer period. It is possible the Tenant may have a claim against the Landlord in regard to the unused portion of rent if they vacate the rental unit prior to the end of July and it is not refunded to them – but this is speculative and does not affect the order issued in any way.
26. The Tenant outlines a number of other assertions in their request that amount to complaints or claims related to their tenancy. While these were reviewed, they do not properly form part of a review request of this order and need not be further addressed.
27. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding.

**It is ordered that:**

1. The request to review order LTB-L-106399-25 issued on June 12, 2026 is denied. The order is confirmed and remains unchanged.

**June 29, 2026**  
**Date Issued**

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Benjamin Seigel  
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.