



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

Citation: Duong v Lang, 2026 ONLTB 1097

Date: 2026-01-08

File Number: LTB-L-060218-25-RV

In the matter of: 14, 183 MILL ST
ANGUS ON L3W0G9

Between: Yen Duong Landlord

And

Shawn Lang Tenants
Christopher Lang
Paula Morton

REVIEW ORDER

Yen Duong (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Lang, Christopher Lang and Paula Morton (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-060218-25 issued on October 16, 2025.

On October 24, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 27, 2025 interim order LTB-L-060218-25-RV-IN was issued, staying the order issued on October 16, 2025.

This request for review was heard by videoconference on December 10, 2025.

The Landlord's Agent, Quang Sing Tang, and the Tenants attended the hearing.

Determinations:

Request for Review

1. On the basis of the submissions made in the request, I am satisfied that the Tenants were not reasonably able to participate in the proceeding.
2. In the Tenants' request for review, the Tenants assert that although they did receive the N4 Notice of Termination ('N4 Notice'), they did not receive the Notice of Hearing for the hearing scheduled on September 23, 2025.

3. The Tenants testified that they did not receive the Notice of Hearing nor any evidence from the Landlord which would indicate to them that a hearing had been scheduled. They testified they do not have a mailbox at the rental unit and use a separate address for mail.
4. The Landlord's agent submitted the Landlord is opposed to the review request and submitted he provided the LTB with the Tenants' email address to send the necessary documents to the Tenants.
5. The Tenants assert the email address provided to the LTB by the Landlord was incorrect as they no longer have access to the email address. Upon review of the Board's record, it indicates the Notice of Hearing was emailed to the Tenants on July 23, 2025 and mailed on July 28, 2025.
6. In consideration of the incorrect email address and the Tenants not having a secure place to receive mail at the rental unit, I am satisfied on a balance of probabilities that the Tenants did not receive the Notice of Hearing.
7. The LTB's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from the Divisional Court generally instructs that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly to ensure natural justice and, where a party shows that they genuinely intended to participate in a hearing but was prevented from so doing, then they should be entitled to a hearing through the review process. However, this genuine intent to participate must be borne out by the evidence, such as actions and conduct by the party, which clearly demonstrate the party's intent to participate in the hearing.
8. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, the Divisional Court held that "being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less".
9. In both *Bouillon v. Kennedy*, [2011] O.J. No. 2223 (Ont. Div. Ct.) and *Kewallal v. Jackson*, [2011] O.J. No. 1219 (Ont. Div. Ct.) the Court indicated that the Board should have granted review requests where the allegation was that the notice of hearing was not actually received.
10. Based on the review request and the evidence of the Tenants, I find that the Tenants were not reasonably able to participate in the hearing held on September 23, 2025 as they did not receive the Notice of Hearing. I am satisfied that the Tenants had a genuine intent to attend the hearing. I find it unlikely that the Tenants would knowingly or intentionally fail to participate at the hearing particularly where they know their tenancy was in jeopardy.
11. The Tenants' request for review is granted and as a result, the order issued on October 16, 2025 is cancelled and the Landlord's application reheard.

L1 Application

12. The Landlord served the Tenants with a valid N4 Notice. The Tenants 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.

13. As of the hearing date, the Tenants were still in possession of the rental unit.
14. The lawful rent is \$1,200.00. It is due on the 1st day of each month.
15. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
16. The Tenants have not made any payments since the application was filed.
17. The rent arrears owing to December 31, 2025 are \$12,000.00.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$600.00 from the Tenants 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.
20. Interest on the rent deposit, in the amount of \$15.00 is owing to the Tenants for the period from January 1, 2025 to December 31, 2025.
21. The Tenants do not dispute the amount of rent arrears owing to the Landlord. They testified that they withheld rent due to ongoing maintenance issues however, the funds they retained are no longer available. Although they intended to raise these maintenance concerns under section 82 of the *Residential Tenancies Act, 2006* (the "Act"), the Tenants acknowledged that the issues were not properly filed with the LTB and that the Landlord did not receive the required notice of their intention to raise them at the hearing. The Tenants also stated that they have filed a separate T6 application to address these concerns.
22. At the hearing, the Tenants were advised that the issues they intended to raise would not be considered because the Landlord had not been given the required notice. However, this does not prevent them from pursuing their own application.

Relief from eviction

23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
24. The Tenants requested a payment plan. The Tenants testified they could pay \$1,000.00 towards the rent arrears each month over a period of 13 months.
25. The Landlord's agent submitted the Landlord is seeking a standard 11-day eviction order. He submitted the Tenants have not paid the lawful rent for ten months and the Landlord lacks the confidence that the Tenants will adhere to a repayment plan.
26. The Tenants orally provided their financial information for the Board's consideration. Based on the Tenants' income and expenses, I am satisfied that the Tenants have the ability to adhere to a repayment plan. Therefore, the Tenants request for a payment plan is granted. This preserves the tenancy and minimizes the prejudice to the Landlord as if the Tenants

do not comply with this order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenants.

27. The Tenants were made aware this order would not be issued prior to January 1, 2026, however I am satisfied they understood they would be subject to the conditions of this order starting January 1, 2026.

It is ordered that:

1. The request to review order LTB-L-060218-25 issued on October 16, 2025 is granted.
2. The interim order issued on October 27, 2025 is cancelled.
3. Order LTB-L-060218-25, issued on October 16, 2025, is cancelled and replaced with this order.
4. The Landlord's application for eviction of the Tenants is denied on the condition that the Tenants shall pay to the Landlord \$12,186.00, which represents the rent arrears and costs owing up to December 31, 2025.
5. The Tenants shall make the following payments to the Landlord in respect to the monies owing under paragraph 4 of this order:
 - a) **\$1,000.00 (arrears and costs)** on or before January 15, 2026, and every month thereafter on or before the 15th day of each corresponding month for a total of 12 months, up to and including December 15, 2026; and
 - b) **\$186.00 (balance of arrears)** on or before January 15, 2027 (the 13th month).
 - c) The Tenants shall also pay the Landlord the lawful monthly rent for the months of January 2026 up to and including January 2027 in full, and on or before the 1st day of each corresponding month.
6. If the Tenants fail to make any of the payments in accordance with paragraph 5 of this order, and by the dates required, then:
 - a) The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 4 of this order. The Landlord must make the application within 30 days of a breach of a payment condition set out in paragraph 5 of this order.
 - b) The balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

January 8, 2026
Date Issued

Susan Priest
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.