



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

Citation: Equiton Residential Income Fund LP v Bartlewski, 2026 ONLTB 2313

Date: 2026-01-05

File Number: LTB-L-018621-25-RV

In the matter of: 1101, 75 PAISLEY BLVD W
MISSISSAUGA ON L5B1E6

Between: Equiton Residential Income Fund LP Landlord

And

Robert Bartlewski Tenant

And

Arek Aniolowski Unauthorized Occupant

Review Order

Laveena Sansal and Equiton Residential Income Fund LP (the 'Landlord') applied for an order to terminate the tenancy of Robert Bartlewski (the 'Tenant') and evict (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent.

This application was resolved by order LTB-L-018621-25 issued on August 18, 2025 (the "Hearing Order"), pursuant to hearing held on August 5, 2025 attended by the Landlord's Agent, Laveena Sansal ("L.S"), the Tenant "R.B"), and the Unauthorized Occupant (A.A").

On September 9, 2025, the Unauthorized Occupant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 10, 2025 interim order LTB-L-018621-25-RV-IN was issued, staying the order issued on August 18, 2025.

This review was heard by videoconference on November 19, 2025.

The Landlord's Agent, Laveena Sansal, the Landlord's Witness Akos Steve Gyuker, the Landlord's Legal Representative, Daniel Abraham, the Tenant, and the Unauthorized Occupant attended the hearing.

Determinations:

1. The Hearing Order made determinations that R.B. transferred occupancy of the rental unit to A.A, who was an unauthorized occupant, and on that basis that the tenancy between the Landlord and Tenant was terminated pursuant to the Hearing Order.
2. A.A. applied to review the Hearing Order on a number of grounds that can be summarized as the alleging that:
 - a. The Hearing Order contains a serious error as it finds that eviction should be postponed to September 30, 2025 in the determinations section, but the Hearing Order terminates the tenancy as of September 18, 2025;
 - b. The Member failed to properly consider the parties' circumstances pursuant to section 83 of the *Residential Tenancies Act*, 2006 (the "Act");
 - c. The Hearing Order contains a serious error as there should have been a finding made by the Member that a sublet to A.A. was or should have been permitted by the Landlord, and that therefore A.A. was not in fact an unauthorized occupant of the rental unit. A.A. submits that a failure to make this finding constitutes a serious error in the Hearing Order as it constitutes a misapprehension of facts or misapplication of the law; and
 - d. There was a breach of procedural fairness in the hearing as A.A. was not permitted to cross-examine L.S. on their testimony, and therefore there was a serious error in the proceedings.
3. For the reasons outlined below, I am not satisfied that there is a serious error in Hearing Order or that a serious error occurred in the proceedings.

Error in Termination Date

4. A.A. is correct that the order contains an error in that it determines that eviction should be postponed to September 30, 2025, but orders the tenancy terminated on September 18, 2025 with enforcement on September 19, 2025.
5. However, this error is clerical in nature rather than being in the nature of a serious error. This error could have been addressed by a request being made to amend the order to correct this clerical error.
6. In any event, by the time of the hearing of this review the error is moot. Both dates have passed and given the stay of eviction occasioned by the filing of this review, there is no practical effect occasioned by the error as the order will be enforced on the same date, regardless of whether the order reflects a termination date of September 18, 2025 or September 30, 2025. Therefore, for the reasons above, this does not constitute a serious error in the Hearing Order.

Failure to Consider Circumstances

7. A.A. submits that the Member failed to properly consider circumstances as required by section 83 of the Act and that giving a delay of approximately one month was unreasonable given the facts presented in the hearing.
8. Review hearings are not an opportunity for parties to re-litigate decisions that they disagree with. It would be inappropriate for the review Member to substitute their judgment for that of the hearing Member where the hearing Member has conducted a proper analysis, provided reasons and comes to a reasonable conclusion. As noted in LTB Interpretation Guideline 8 specifically in relation to relief pursuant to section 83 of the Act:

“Orders granting relief from eviction (RTA s. 83(1)) or awarding specific remedies involve an exercise of the original hearing Member's discretion and are entitled to deference. The LTB will not exercise its discretion to review these types of decisions where the result is within the range of reasonable, acceptable outcomes.”

9. Paragraph 16 of order LTB-L-018621-25 explains in detail why the hearing Member made their conclusions as to the appropriate relief pursuant to section 83 of the Act, and granted some relief on the basis of the circumstances of the parties. The Member's findings were therefore rational, and not arbitrary or capricious. They fall within a range of reasonable, acceptable outcomes. In the circumstances, the Member's decision is entitled to deference and therefore this does not constitute a serious error in the Hearing Order.

Request to Sublet

10. A.A. alleges that the hearing Member misapprehended the facts or misapplied the law by failing to find that a sublet was approved, or should have been approved, and that therefore A.A. was not actually an unauthorized occupant of the rental unit.
11. The Hearing Order makes determinations that the Landlord did not consent to a sublet of the rental unit. The Hearing Order also makes determinations that the Landlord's actions were not unreasonable or untimely in the circumstances. These findings of fact are made after a review of the evidence presented at the hearing, are reasonable, and therefore are entitled to considerable deference.
12. Paragraphs 9 to 13 of the Hearing Order provides a thorough legal analysis as to why given the above noted findings, and that no application had been commenced before the LTB for a determination that the Landlord acted unreasonably in relation to this request to sublet, that the sublet was not authorized and that therefore A.A. was not an authorized occupant of the rental unit. This analysis is detailed and cogent.
13. I therefore find that there was no serious error occasioned in the order by the hearing Member failing to find that A.A. was in fact an authorized occupant of the rental unit pursuant to the request to sublet.

Procedural Fairness

14. A.A. submits that the original hearing was procedurally unfair as they were not permitted to cross-examine L.S. on their evidence.
15. A.A. could not recall whether they ever requested to cross-examine L.S. and were refused, or merely if no opportunity was extended to them, but submitted that they wished to cross-examine L.S. and the hearing ended prior to A.A. having an opportunity to do so.
16. A.A. and R.B. also submitted that R.B. was not given an opportunity to cross-examine L.S. L.S. disagreed and stated that R.B. did cross-examine them in the August 5, 2025 hearing.
17. No hearing recording or transcript of the August 5, 2025 hearing had been filed prior to the review hearing. Given this, I canvassed the parties on whether they would consent and agree that it would be procedurally fair for me to listen to the recording of the August 5, 2025 hearing after the review hearing to confirm whether there had been any actual refusal to permit the A.A. to cross-examine L.S., and whether R.B. had received an opportunity to cross-examine L.S. in order to make determinations as to the procedural fairness of the hearing. It was explained clearly to the parties that there would not be a further opportunity to make submissions following this, and I would rely on my review of the recording in making determinations in this order. All parties consented to proceeding in this manner and agreed that it would be procedurally fair to do so.
18. Having listened to the recording, I find that L.S. was cross-examined by R.B. R.B. and A.A.'s contrary submissions.
19. Having listened to the recording, I also find that there was never a refusal to permit A.A. to cross-examine L.S. The hearing Member did not actively offer A.A. an opportunity to do so, but no request was made by A.A. at any point in the hearing to do so.
20. I further canvassed A.A. on if he had cross-examined L.S., what difference that could have made to the result of the Hearing Order given there would need to be a finding that there was an approved sublet to change the result of the legal analysis contained in the Hearing Order.
21. A.A. submitted there could have been a difference to the outcome of the Hearing Order as they would have had an opportunity to try and prove the Landlord had agreed to a sublet through a verbal conversation with the Landlord's Witness, Akos Steve Gyuker.
22. I find that given the questions A.A. wished to ask in cross-examination would have been in relation to a verbal conversation between R.B. and the Landlord's Witness, who was not present at the August 5, 2025 hearing, it is unlikely that asking cross-examination questions to L.S. would have made a difference as to the factual findings in the order. R.B., who was present for the conversation in question and had knowledge of its contents, was permitted the opportunity to cross-examine L.S.
23. While A.A. also submitted they wished to ask other questions to L.S. related to the sublet request, I find that these questions could only be irrelevant to the outcome of the Hearing Order given there was no assertion made in the hearing that there was an approval of the sublet outside of the referenced conversation between R.B. and the Landlord's Witness. The legal analysis in the hearing order makes this clear.

24. I note from my review of the hearing recording in relation to the submission made by the A.A. that the hearing ended without an opportunity for them to assert that they wished to cross-examine L.S. that:
- a. A.A. testified and was cross-examined following the testimony of L.S. and R.B.'s cross-examination of L.S., but made no requests to ask questions to L.S. at this time; and
 - b. There was clear warning the hearing was concluding prior to it ending. At approximately 27:00 into the recording the hearing Member asks L.S. whether they have any "final or closing remarks at this time. This brings us to the end of our hearing." At approximately 27:40 in the recording R.B. was asked whether they had any closing remarks. Finally, at approximately 28:17 in the recording A.A. then was asked by the hearing Member if they had any closing remarks.
25. It is clear from a review of the recording that A.A. had ample opportunities in which they were providing evidence and submissions to raise this issue of not being permitted to cross-examine L.S. in the proceeding had they wished to do so. It is further clear from the process conducted by the hearing Member that A.A. was aware the hearing was coming to a close, provided submissions in respect of this, and did not raise an objection on the basis that they had not been given an opportunity to cross-examine L.S.
26. I find in these circumstances, where a party aligned in interest with A.A. did in fact cross-examine L.S., where A.A. provided testimony and closing submissions following this but at no point requested the opportunity to cross-examine L.S., and where the cross-examination questions A.A. wished to ask were either irrelevant to the outcome of the Hearing Order or in relation to a verbal conversation neither A.A. nor the party intended to be cross-examined were present for, that it was not a breach of procedural fairness that affected the outcome of the proceedings for the Member not to make an active offer to A.A. to cross-examine L.S.
27. I find on the basis of the above that the parties received a fair hearing and there was no serious error based on procedural fairness in the proceedings.

Delay in Lifting Stay of Enforcement

28. The Landlord submitted that there had already been a substantial delay after the termination of the tenancy contemplated by the Hearing Order following the filing of this review, and that this matter had been delayed in being heard due to an adjournment occasioned by the passing of R.B.'s mother. On that basis the Landlord submitted that the stay of enforcement should be lifted immediately.
29. R.B. submitted that the lifting of the stay of enforcement should be delayed to March, 2026 as he will need time to arrange the removal of belongings that are still present in the rental unit as he remains in Poland taking care of issues related to his mother's passing.
30. A.A. submitted that the lifting of the stay of enforcement should be delayed substantially as he is a single father and his two children who are in university and high school live with him. A.A. submitted they wished to spend the holidays enjoying them with his family and not packing and that the children would not be able to assist with packing during

December due to exam periods. A.A. additionally submitted that he would not know how to address moving a large fish tank with a number of fish left by R.B. and so this may take time for R.B. to address given he was not currently present in Canada.

31. The parties confirmed that while there was some sort of issue in regard to one month's rent, that rent had generally been paid on a monthly basis even after the application was filed and the Hearing Order issued.
32. Considering the parties' submissions, particularly in relation to the children present in the rental unit and that R.B. remains out of the country and may require some time to arrange moving their remaining items out of the rental unit, I find that a delay in lifting the stay of enforcement to January 31, 2026, is appropriate in the circumstances.
33. I find given that the rent has continued to be paid on a regular basis that this sort of delay to the end of the month is not unfair to the Landlord. I find that further delay would be unfair to the Landlord given the length of the proceedings, and that there has already been a several month delay in enforcement of the order occasioned by this review.

It is ordered that:

1. The request to review order LTB-L-018621-25 issued on is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-018621-25 is lifted on January 31, 2026.

January 5, 2026

Date Issued

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.