



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

Citation: 668308 Ontario Limited v Yan, 2026 ONLTB 2651

Date: 2026-01-07

File Number: LTB-L-046906-25-RV

In the matter of: 406, 433 JARVIS ST
TORONTO ON M4Y2G9

Between: 668308 Ontario Limited Landlord

And

Zhizhong Yan Tenants
Tao Xiao

Review Order

668308 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Zhizhong Yan and Tao Xiao (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-046906-25 issued on October 1, 2025.

On October 7, 2025, the Tenant, Z. Yan, requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 9, 2025, interim order LTB-L-046906-25-RV-IN was issued, staying the order issued on October 1, 2025.

This request was heard by videoconference on November 4, 2025.

The Landlord's legal representative, H. Butt, the Tenant, and the Tenant's legal representative, W. Liu, attended the hearing. The other Tenant, T. Xiao, did not attend either the original hearing in September 2025, nor did she attend this hearing. There was no record of a request from her to adjourn either hearing, so the hearing proceeded without T. Xiao's evidence.

Determinations:

1. After the merits hearing held on September 2, 2025, the Member determined that both Z. Yan and T. Xiao were joint Tenants. He also determined that there was no agreement to terminate the tenancy for Z. Yan (ZY), and that the evidence supported ZY's continuing occupancy of the rental unit to the date of that hearing.

2. Consequently, the hearing Member issued a standard termination order, but he postponed the termination date because of ZY's evidence that his ex-spouse, T. Xiao (TX) was dealing with mental health issues.
3. The Tenant ZY filed his request for a review alleging that the order contains serious errors.
4. In his request for review, the Tenant alleged different issues than those they raised at the hearing. In the written request, he alleged that the errors consisted of (a) the Member's finding that ZY had applied to be a Tenant in 2019, (b) that the Member had stated that he was only going to make findings about who are the Tenants and would not make a determination about the arrears, and finally, (c) that the Tenant ZY had vacated the rental unit on February 15, 2025, and it was an error for the Member to find that ZY was in possession of the rental unit.
5. Upon a review of the hearing recording, the allegation, (b), that the Member had stated that he was only going to make findings about who are the Tenants, is a clear misstatement of what happened at the hearing. The Member, at no time, said that he was only going to make a finding about the identity of the Tenants.
6. With respect to the allegation (a), about the Member's finding about ZY's application to be a Tenant in 2019, and (c) that it was an error for the Member to find that ZY had not vacated the rental unit on February 15, 2025, these were both issues that had been raised at the hearing, and their repetition in the request to review was an attempt to re-argue issues that had been raised, and determined, at first instance. In fact, upon a review of the hearing recording, I find that the hearing Member's findings on both of those issues were reasonable. The purpose of the review process is not to provide the parties with an opportunity to present a better case than they did at first instance or to rehash issues decided.
7. At the review hearing, the Tenant ZY raised a completely new issue, that had not been raised at the hearing, nor had it been raised in his written request for a review. That is, he alleges that he was justified in severing the tenancy in February 2025 because he was a victim of domestic violence or abuse.
8. ZY's raising of this issue was, in essence, a repetition of what he had argued at first instance. That is, that he left the rental unit in February 2025 because TX was experiencing mental health issues, and ZY feared for the safety of his children. At first instance, ZY asserted that he had given the Landlord notice that he was leaving as of February 2025, and that the Landlord knew he had vacated the rental unit at that time, even though he admitted at first instance that he had yet to return the keys to the Landlord as of the date of the first hearing, September 2, 2025. ZY presented an email to support this allegation, but the hearing Member found that the email did not state that ZY was leaving and there is no acknowledgement from the Landlord that they were aware ZY left the rental unit. Upon review of the documentary evidence, the hearing Member's finding was reasonable.
9. Nevertheless, ZY attempted to raise the issue again, this time by claiming that he severed the joint tenancy pursuant to section 47.2(1) of the *Residential Tenancies Act, 2006* (the 'Act').t

10. Subsection 47.2(1)(a) of the Act clearly states that a joint Tenant may sever the tenancy if the Tenant is deemed “under subsection 47.3(1) to have experienced violence or another form of abuse..” Subsection 47.3(1) of the Act provides very specific requirements for when a tenant is deemed to have experienced violence or another form of abuse. There are six circumstances, many of which require an order from a different court, including orders under the *Criminal Code*, the *Family Law Act*, or the *Children’s Law Reform Act*. ZY presented no documentary evidence to support any of these circumstances. In any case, ZY attempted to argue severance of the tenancy at first instance. Raising the issue of domestic violence and subsection 47.2(1) of the Act was merely an attempt to present new evidence for the same argument, and the purpose of a review is not to present at the review hearing, evidence that would now possibly provide a more favourable outcome for the Tenant.
11. The only other issue raised by the Tenant at the review hearing relates to the monthly rent amount. ZY alleges that the rent should be \$1,855.00, not \$1,936.34. At the merits hearing, the Tenant did not dispute the rent amounts, nor the arrears as calculated by the Landlord. His main purpose at the merits hearing was to allege that he was no longer a Tenant because he had vacated the rental unit. This issue had not been raised in the Tenant’s request for a review, so the Landlord did not have documentary evidence of an above guideline rent increase and rent rise that supports the monthly rent of \$1,936.34. In any case, it was not necessary because, as stated above, the purpose of a review is not to present at the review hearing, new evidence that would possibly provide a more favourable outcome for the Tenant.
12. 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 Tenants were not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-046906-25 issued on October 1, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order LTB-L-046906-25-RV-IN issued on October 9, 2025, is cancelled. The stay of order LTB-L-046906-25 is lifted immediately.

January 7, 2026
Date Issued

Nancy Morris
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.