



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

Citation: Jovero Siapno v Cosentino, 2026 ONLTB 5467

Date: 2026-01-15

File Number: LTB-L-034106-24-RV

In the matter of: Basement, 26 FLEETWELL CRT
North York ON M2R1L3

Between: Charito Jovero Siapno Landlord

And

Daniel Cosentino Tenant

Review Order

Charito Jovero Siapno (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Cosentino (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was resolved by order LTB-L-034106-24 issued on January 8, 2026.

On January 13, 2026, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Landlord's application was dismissed for the following three reasons:
 1. The Landlord did not prove that the N12 notice of termination ('N12 notice') was served in good faith for their residential occupation of the rental unit for at least one year.
 2. The Landlord was in serious breach of their responsibilities under the *Residential Tenancies Act, 2006* ('the Act') and therefore mandatory refusal of eviction applied pursuant to section 83(3)(a) of the Act.
 3. The application was brought because the Tenant attempted to secure or enforce his legal rights and therefore mandatory refusal of eviction applied pursuant to section 83(3)(c) of the Act.
2. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

Retaliation

3. The Board found that the Landlord was attempting to build another unit beside the rental unit and was trying to reduce the size of the rental unit and layout of the rental unit to do so. The Tenant refused the proposed changes and the N12 notice was served shortly after.
4. The Landlord submits that the Board made a serious error because it did not sufficiently analyze whether the Tenant's refusal of the proposed changes to the rental unit constituted a genuine exercise of a statutory right under the Act. What I think the Landlord is saying is that the Tenant was not actually attempting to secure or enforce a legal right and therefore mandatory refusal of eviction did not apply. There is no merit to that submission. The Act establishes that tenants have the right to reasonable enjoyment of their rental unit. Reducing the size and changing the layout of the rental unit is clearly an interference with the Tenant's reasonable enjoyment of the rental unit. The Tenant refused the proposed changes and the Board's conclusion that doing so was an exercise of a legal right is reasonable.
5. The Landlord also submits that the Board did not properly establish the causation required by section 83(3)(c) of the Act. The Landlord is correct that in order for section 83(3)(c) of the Act to apply the exercise of the legal right has to be *the* reason that the application was brought. If the exercise of the legal right is not the main reason the application was brought, then mandatory refusal of eviction does not apply. However, in this case the Board did find that the exercise of the legal right was the reason for the application being brought. The Board provided sufficient reasons for its conclusion, and I'm not satisfied that any serious errors were made in arriving at that conclusion.

Good Faith

6. The Landlord submits that the Board made a serious error by focussing on the Landlord's desire to reduce and change the layout of the rental unit rather than assessing the Landlord's good faith intent to have their son occupy the rental unit. The Landlord also submits that the Board treated the Landlord's construction plans as determinative of the Landlord's intent without considering that the Landlord's son's personal use of the rental unit could be consistent with the construction plans. Finally, the Landlord submits that the Board should have first determined whether the Landlord had good faith before considering the Landlord's construction plans and whether relief from eviction applied.
7. The dispute between the parties regarding the Landlord's construction plans was relevant to the Board's determination regarding whether the N12 notice was served in good faith. It was not a serious error to consider relevant evidence, nor was it a serious error to consider the relevant evidence at all stages of the analysis. The Board did consider the Landlord's evidence but ultimately determined that the notice was not served in good faith. The Board made no serious errors in doing so. The Board made a reasonable determination that based on the timing of when the notice was served that it was not served in good faith. Reasonable determinations will not be interfered with on review.

It is ordered that:

1. The request to review order LTB-L-034106-24 issued on January 8, 2026 is denied. The order is confirmed and remains unchanged.

January 15, 2026
Date Issued

Amanda Kovats
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.