



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

Citation: ZHANG v CALVILLO, 2026 ONLTB 7780

Date: 2026-01-22

File Number: LTB-L-101077-25-RV

In the matter of: BASEMENT, 699 BEMAN DR
NEWMARKET ON L3Y4Z3

Between: ZHIPING ZHANG Landlord

And

CYNTHIA CORINA CALVILLO Tenants
MICHAEL RYAN DYKSTEIN

Review Order

ZHIPING ZHANG (the 'Landlord') applied for an order to terminate the tenancy and evict CYNTHIA CORINA CALVILLO (CC) and MICHAEL RYAN DYKSTEIN (MD) (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants, 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 (L2 Application).

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-101077-25 issued on January 15, 2026.

On January 16, 2026, the Tenants 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:

Tenants' evidence

1. The Tenants submit that the Member did not permit the Tenants to give evidence explaining why they could not pay rent, specifically that the Landlord had promised abatements, that the Landlord said she sold her house, and that it was not clear who owned the house. At the hearing the Member asked the Tenants why they did not pay the rent and the Tenant MD responded that the Landlord had told them that they no longer need to pay rent. When the Member asked for documentary evidence of this extraordinary claim MD did not offer any but said that the rent relief was intended to be temporary. MD wished to give evidence about maintenance issues at the unit and the Member told MD that the maintenance issues are not relevant. This is correct because the Tenants had not indicated that they wish to raise issues under s.82 of the *Residential Tenancies Act, 2006* (the 'Act') and so the only issues with respect to the L1 application were the amount of rent arrears and possible relief from eviction. MD did attempt to raise these maintenance issues again and the Member properly interrupted him.
2. The review request frames this issue as a failure to allow evidence as to why the Tenants did not pay rent, which makes it an issue about relief from eviction. The Tenants gave evidence that their monthly household income is less than the rent and so this adequately explains why they did not pay the rent and it also was one of the main reasons that the Member did not order relief from eviction in the form of a payment plan.
3. I have also considered whether the evidence that the Tenants were prevented from giving was relevant to the amount of arrears claimed. The review request does not give any details respecting the evidence that they were prevented from giving, for instance, the amount of rent abatement that the Landlord had agreed to give them and the months to which this rent abatement would apply. The review request does not give sufficient information to evaluate whether the evidence to which the Tenants refer would have been material to the outcome of the proceedings.

Adjournment request

4. The Tenants submit that the Member seriously erred by refusing their request for an adjournment. The reason the Tenants gave at the hearing for their need for an adjournment is that they did not have time to secure legal representation, which they needed because of the complexity of the issues raised by the Landlord in the proceeding, and the recent disclosure of evidence by the Landlord.
5. The Member heard evidence from the Landlord about the prejudice that she would suffer if this matter were postponed: the Tenants' failure to pay rent since March 2025 had caused her financial hardship to the point that she had filed a consumer proposal.
6. I am not satisfied that the Member's denial of the adjournment request was unreasonable. At the hearing the Member gave sufficient reasons to deny the adjournment request. Further, the Tenants were not prejudiced by the denial of an adjournment. The proceedings turned out not to be complex because the entire hearing was about the L1 application about arrears. The Landlord withdrew the L2 application, which the recently disclosed documents were meant to support. The reasons for the Tenants' request were made moot by the Landlord's withdrawal of the L2 application.

whereas the prejudice that the Landlord would suffer by delaying these proceedings remained.

Section 83

7. The Tenants submit that the order did not “apply the required section 83 balancing.” Paragraphs 10-21 of the order set out the Member’s consideration of the parties’ circumstances, including that the Tenants cannot afford the monthly rent, and that the Landlord’s extreme financial stress is to the point where she has filed a consumer proposal and the rental property is under power of sale. Among the facts that the Member considered is that the Tenants have a young child living with autism. I am not satisfied that the Member failed to consider the parties’ circumstances and balance these properly when exercising her discretion under s.83 of the Act.

Disposition

8. 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-101077-25 issued on January 15, 2026 is denied. The order is confirmed and remains unchanged.

January 22, 2026
Date Issued

Renée Lang
Vice Chair, 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.