



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

Citation: Renaud v Jimenez, 2026 ONLTB 8668

Date: 2026-01-23

File Number: LTB-L-089099-25-RV

In the matter of: 2, 1661 FRONT RD
LASALLE ON N9J2B7

Between: Robert Renaud Landlord

And

Daniel Jimenez Tenant

Review Order

Robert Renaud (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Jimenez (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on January 8, 2024 with respect to application LTB-L-063962-22.

The Landlord's application was resolved by order LTB-L-089099-25, issued on October 31, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-089099-25. The Tenant's motion was resolved by order LTB-L-089099-25-SA issued on December 23, 2025.

On January 22, 2026, the Tenant requested a review of the motion order.

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

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the motion order.
2. Order LTB-L-063962-22 issued on January 8, 2024, found that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord ('the conditional order'). The conditional order states that the tenancy will continue if the Tenant meets several conditions. One of those conditions was that the Tenant needed to maintain cordial communication with the Landlord.
3. Order LTB-L-089099-25, issued on October 31, 2025 ('the termination order') found that the Tenant breached the conditional order and terminated the tenancy as a result. The Tenant filed a motion to set aside the termination order.

4. Order LTB-L-089099-25-SA issued on December 23, 2025 denied the Tenant's motion ('the motion order'). This is the order that the Tenant seeks to review. In the motion order the Board determined that the Tenant breached the conditional order by sending an email to the Landlord in which the Tenant disparages the Landlord and makes threats of harm. For example, the Board found that the Tenant threatened that if the Landlord approaches the Tenant with a weapon, the Tenant will beat the Landlord to death with it. The Board determined after considering all the circumstances that it would be unfair to set aside the termination order.
5. I note that the Landlord also alleged that the Tenant breached the conditional order by not allowing entry to the rental unit. Paragraph 15 of the motion order makes clear that ground is not why the motion was denied. The motion was denied because of the threatening email. As such I will only focus on the submissions in the review request about the email because only those submissions could potentially change the outcome of the order.
6. The Tenant submits that the Board made a serious error by failing to consider whether the Tenant's conduct amounts to a substantial interference with the Landlord's reasonable enjoyment. The Tenant submits that a lack of cordial communication is not a ground of eviction under the Act.

7. Section 78 of the *Residential Tenancies Act, 2006* ('the Act') says the following:

A landlord may, without notice to the tenant, apply to the Board for an order terminating a tenancy or evicting the tenant if the following criteria are satisfied:

1. The landlord previously applied to the Board for an order terminating the tenancy or evicting the tenant.
 2. A settlement agreed to under section 194 or order made with respect to the previous application,
 - i. imposed conditions on the tenant that, if not met by the tenant, would give rise to the same grounds for terminating the tenancy as were claimed in the previous application, and
 - ii. provided that the landlord could apply under this section if the tenant did not meet one or more of the conditions described in subparagraph i.
 3. The tenant has not met one or more of the conditions described in subparagraph 2.
8. While I agree with the Landlord that the Board in the motion order does not explicitly use the language "substantial interference" it is clear from reading the order as a whole that the Board was satisfied that the email was a breach of the same grounds claimed in the conditional order, namely substantial interference. The Board found that the email has

significantly impacted the relationship between the parties, that in the email the Tenant disparages the Landlord, and makes clear threats of harm. The Board's reasons demonstrate that the Board was satisfied that the email substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord. The email was both a breach of the condition to maintain cordial communication and a breach of the same grounds of eviction claimed in the conditional order. As such I am not satisfied that the order makes a serious error as alleged.

9. The Tenant submits that the Board made serious errors in deciding not to set aside the termination order. The Tenant submits that the Board failed to consider that both parties have engaged in improper conduct, that the parties have a strained relationship, that the language used in the email is in the context of the Tenant believing that the Landlord has put the Tenant's safety at risk. The Tenant also submits that the Board failed to articulate why eviction was the least intrusive or proportionate remedy.
10. The order demonstrates the Board considered the evidence and submissions of both parties in ultimately arriving at the determination that the termination order should stand. The Board did consider the Tenant's submission that the Landlord has previously tried to assault him. At paragraph 11 the Board determines that the Tenant did not prove this event occurred. There is therefore no merit to the submission that the Board failed to consider the Tenant's claim. At paragraph 17 the Board rejects the Tenant's claim that the purpose of the email was just to set boundaries and finds that it was a clear warning of future harm. The order reflects that the Board considered the relationship of the parties, and all the relevant evidence led at the hearing in determining to deny the motion. The order contains sufficient reasons, is rationally connected to the evidence led at the hearing and establishes a reasonable basis for those determinations. Reasonable determinations will not be interfered with on review.
11. The review request repeatedly references section 83 of the Act. I note that section 78(11) is the relevant section of the Act in determining whether to set aside the termination order not section 83. The order reflects that the Board considered all the relevant circumstances under section 78(11) of the Act, including the Tenant's claims about the Landlord's conduct. I am not satisfied that the Board made any serious errors in its analysis.

It is ordered that:

1. The request to review order LTB-L-089099-25-SA issued on December 23, 2025 is denied. The order is confirmed and remains unchanged.

January 23, 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.