



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

File Number: LTB-L-045741-25-VO-RV

In the matter of: 301322 Concession 2 - SDR
Hanover ON N4N3B6

Between: Larry Hoffarth Landlord
Sharron Hoffarth

And

Ryan Bell Tenant

Interim Review Order

Larry Hoffarth and Sharron Hoffarth (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Bell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-045741-25-VO issued on November 24, 2025.

On December 29, 2025, the Landlord 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.

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied there is a serious error in the order or that a serious error occurred in the proceeding.
2. The Landlords allege that the Member made several serious errors in the November 24, 2025 order. Specifically, the alleged errors are as follows:
 1. The order is inappropriate as the Tenant is currently owing money to for utilities;
 2. The order is inappropriate as the Tenant has made "illegal alterations to the Electrical Panel";
 3. The order is inappropriate as the electrical panel is missing grounding copper cables which renders the "Electrical Service Panel Dangerous";
 4. The Member erred by refusing to hear issues surrounding the interior condition of the rental unit;
 5. The Member misapprehended the evidence of SK as it relates to delivery of the arrears payment by cheque;

6. The Member failed to sufficiently address all evidence presented at the hearing (specifically relating to the events of October 21, 2025);
7. The Board had no jurisdiction to hear the motion on the basis that the Tenant failed to meet the requirements found in section 74(5) of the *Residential Tenancies Act* (the Act);
8. The Member displayed bias during the hearing by failing to proper account for the circumstances that occurred on the date of eviction;
9. The Member erred by failing to order the Tenant pay the Landlord's sheriff fee; and
10. The Member strayed from the requirements found in section 74(11) of the Act by imposing new terms of payment between the parties.

Analysis

3. This motion was brought before the Board pursuant to section 74(11) of the Act.

74(11) A tenant may make a motion to the Board, on notice to the landlord, to set aside an eviction order referred to in subsection (3) if, after the order becomes enforceable but before it is executed, the tenant pays an amount to the landlord or to the Board and files an affidavit sworn by the tenant stating that the amount, together with any amounts previously paid to the landlord or to the Board, is at least the sum of the following amounts:

1. The amount of rent that is in arrears under the tenancy agreement.
2. The amount of additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given.
3. The amount of NSF cheque charges charged by financial institutions to the landlord in respect of cheques tendered to the landlord by or on behalf of the tenant, as allowed by the Board in an application by the landlord under section 87.
4. The amount of administration charges payable by the tenant for the NSF cheques, as allowed by the Board in an application by the landlord under section 87.
5. The costs ordered by the Board.

Refusal to accept motion

(11.1) The Board shall refuse to accept for filing a motion under subsection (11), if the tenant has not complied with all the requirements of that subsection.

4. The scope of the motion was extremely narrow: namely, whether the Tenant voided the original order by paying the arrears as required on September 17, 2025. The first four issues raised by the Landlords fall well outside the scope of what the Board was mandated to determine. Accordingly, they cannot amount to a serious error in the circumstances.
5. The fifth issue raised by the Landlords concerns an alleged misapprehension of SK's evidence regarding the delivery of the cheque. Based on the allegations in the review request, I am not satisfied that any such error is serious in nature. The order clearly shows that the Member considered the circumstances surrounding the cheque being

sent by the County to the Landlords and did not rely solely on who physically “delivered” it.

6. The sixth issue raised by the Landlords relates to the Member not addressing all evidence in the order. Administrative decision-makers are not required to respond to every argument or address every piece of evidence before them. As stated in *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at paragraph 128, reasons need not “respond to every argument or line of analysis” or “make an explicit finding on each constituent element”. In this case, the Member’s reasons demonstrate a rational connection between the record and the final outcome. The fact that not all evidence was specifically referenced does not constitute a serious error.
7. The seventh issue raised by the Landlords concerns jurisdiction, specifically the allegation that the Tenant failed to pay all arrears necessary to void the order under section 74(5) of the Act. This motion was heard under section 74(11), which permits the Member to consider the full circumstances relating to the payment of rent. Section 202 of the Act further requires the Board to ascertain the real substance of transactions and the good faith of the parties. The Member was entitled to conclude that the Tenant made a good-faith attempt to pay and that the shortfall (\$11.50 which was unknown to the Tenant) was substantially compliant in the circumstances. The Member’s decision is entitled to deference, and no serious error has been established.
8. The eighth issue raised by the Landlords pertains to events on the eviction date. The Member was entitled to weigh the evidence and apply the Act accordingly. The alleged factual errors do not go to the heart of the order and are not serious in nature. The Member considered the Tenant’s overall intention to pay the arrears and found their actions reasonable in the circumstances. The identity of the individuals the Tenant spoke with on the eviction date, and the precise sequence of events, do not affect the ultimate finding regarding the attempted payment. Accordingly, no serious error arises.
9. The ninth issue raised by the Landlords concerns the sheriff’s fee. The Member found that the Landlords were aware the Tenant intended to void the order (and had substantially done so) and therefore declined to order the Tenant to pay the sheriff’s fee. This conclusion is consistent with the Board’s established approach (see TSL-06312-VO). The Member’s decision is entitled to deference and does not amount to a serious error.
10. The tenth issue raised by the Landlords relates to the final payment required to void the arrears under the September 17, 2025 order. The Landlords allege it was an error of law for the Member to impose new payment terms, characterizing it as an improper amendment of the original order. However, based on the Board’s findings, the Member’s approach was both proper and necessary. The Member determined that the County issued a \$3,000.00 arrears payment to the Landlords before the eviction date, but that

cheque was not cashed or received. Having refused termination, the Member properly ordered the Tenant to pay that amount by a set date to ensure the Landlords were made whole. Absent such a term, the Landlords would have had no recourse to recover the remaining arrears. In these circumstances, this does not constitute a serious error.

11. Rule 26.3 of the Board's Rules of Procedure permits the Board to review an order, or part of an order, on its own initiative. At the hearing, the Landlord submitted that the Board did not have jurisdiction to consider the Tenant's voiding motion, because the Tenant had previously filed a motion under subsection 74(11) of the Act. The Landlord submitted that subsection 78(12) of the Act prohibited the Tenant from paying a small balance and filing a second motion under subsection 78(11) hours after the earlier filing.
12. It is uncontested that the Tenant filed a motion to void on October 20, 2025, but the Board refused to accept the motion, pursuant to subsection 74(11.1) of the Act. Since the Board refused to accept the Tenant's filing, that earlier attempt was a nullity and the Tenant had not exhausted his right to file an admissible motion that complied with the Act's requirements later that same day. The Board therefore did not err when it accepted the motion that did comply with the requirements in subsection 78(11) of the Act.
13. In the November 24, 2025, the Member found:
 - "84. The finding of a miscarriage of justice extends in this case to a finding that subsection 74(12) of the Act does not apply in the circumstances.
 85. In my view, the Tenant's substantial compliance with section 74(6) of the Act ought not to deprive him of the right in future to file a motion to void under subsection 74(11) of the Act.
 86. The Tenant's intent when filing the motion to void on October 20, 2025 was to obtain an ex parte order under subsection 74(6) of the Act. He believed he had paid all of the arrears before the enforcement date in the eviction order. He was also unaware that his obligation to pay the rent might have been suspended because the Landlords failed to provide him with an accurate postal address.
 87. Given my findings, above, I am satisfied that the Tenant has not used up his one time only right to void an eviction order for arrears under section 74 of the Act."
14. Although the Member's reasons for hearing the Tenant's voiding motion do not include the analysis in paragraph 12, as above, or mention that the Board did not accept the Tenant's earlier filing pursuant to subsection 78(11.1) of the Act, the Member's omission is not a serious, reviewable error. The omission does not influence or affect the Member's lawful exercise of jurisdiction to hear and determine the Tenant's motion. The Landlord's submission at the hearing that the motion was barred by subsection 78(12) of the Act was without merit.
15. There is therefore no serious error in the November 24, 2025 Board order.

16. The order and hearing recording show that the parties were aware of the issues to be determined and were afforded the right to address those issues. The parties were therefore afforded procedural fairness as described in section 183 of the Act, and no error occurred in the proceeding.

17. The Landlord's request to review the November 24, 2025 order must be denied.

It is ordered that:

1. The request to review order LTB-L-045741-25-VO, issued on November 24, 2025, is denied. The order is confirmed and remains unchanged.

February 9, 2026
Date Issued

Brett Lockwood
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.