



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

Citation: Lemoncorp Investments Inc v Staton, 2026 ONLTB 14328

Date: 2026-02-11

File Number: LTB-L-059585-25-RV

In the matter of: Upper Unit, 15 Braemar Ave.
Toronto ON M5P2L1

Between:	Lemoncorp Investments Inc	Landlord
And		
	Rohan Staton Maria Molinari	Tenants

Review Order

Lemoncorp Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Rohan Staton and Maria Molinari (the 'Tenants') because:

- the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

This application was resolved by order LTB-L-059585-25 issued on January 7, 2026

On February 6, 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:

1. 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.
2. The order under review determines the Purchasers of the rental unit genuinely intend to move into the rental unit and terminates the tenancy effective March 31, 2026.
3. The Tenants submit there is new evidence that was not available on the hearing date that had the potential to change the outcome of the proceedings and that the order contains serious errors.

New Evidence

4. The Tenants submit their new evidence, collected after the November 10, 2025 Board hearing, shows the Landlord is in serious breach of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the Act).
5. Section 83(3)(a) requires the Board to deny eviction if the Landlord is found to be in serious breach of the landlord's responsibilities under the Act or of any material covenant in the tenancy agreement. The breach must be occurring or ongoing as of the hearing day. Past or future breaches do not trigger the mandatory requirement to deny eviction.
6. I have listened to the hearing recording and the Tenants do not raise issues under section 83(3)(a) of the Act and make no mention of any ongoing serious breach. As such, the Board did not commit an error by failing to address or assess evidence and submissions not before the presiding Member. If the Tenants wished to advance such an argument, the time to raise it was at the hearing stage not at the review stage.
7. The review process is not a continuation of the hearing meant to capture new events or updates about a party's circumstances. New evidence is meant to capture evidence that goes to the heart of findings made at the hearing. As stated, the Tenants did not raise the issue of serious breach at the hearing. The new events and evidence they have submitted with the request do not go to an issue the presiding Member had to determine.
8. Lastly, the Divisional Court affirmed at paragraph 27 in *So v. Canadian Mental Health Association, Toronto Branch*, 2024 ONSC 3371 (Div. Ct.) that the discretionary power to deny or delay an eviction pursuant to section 83(1) of the Act does not have a second, independent applicability at the review stage of the Board's process. If the Tenants believe these new issues form a sufficient basis for their own application, they are free to file the appropriate application with the Board to have these issues considered.
9. For these reasons, the Tenants request for review based on new evidence is denied.

Serious Error

10. The remainder of the Tenants review request largely references the Tenants' position on evidence and issues that were raised and addressed at the original hearing and it voices their disagreement with the Member's findings.
11. For example, the Tenants submit the N12 notice was invalid because it omitted the name of Adam Weiner, an owner of the corporate Landlord. The corporate Landlord Lemoncorp Investments Inc. is named on the N12 notice. The hearing recording shows the Member spent several minutes with the parties going over this issue and the Tenants themselves confirmed that Lemoncorp Investments Inc. is the Landlord and that Adam Weiner is a director of the corporation. Accordingly, the Member found the N12 notice was valid and despite their agreement that Lemoncorp Investments Inc. is the Landlord, the Tenants raise this issue on review.
12. The Tenants also submit the Member failed to consider a number of their arguments that concerned the size of the property, the terms of the Agreement of Purchase and Sale,

including the lack of an escape clause and a \$30,000.00 discount the Purchaser's received for closing the sale with the Tenants were still in possession of the unit, and that they were paying a low monthly rent compared to the overall market.

13. The hearing recording confirms all of these issues were raised and considered by the presiding Member at the hearing. The order also, for example, at paragraph 12(a) shows the Member considered the Tenants' evidence concerning the discounted purchase price and that the Purchasers chose to close the sale of the property without having vacant possession. Paragraph 16 of the order provides adequate reasons explaining why the Member did not agree with the Tenants' position that the closing of the sale while they were still in possession of the unit does not amount to evidence the Purchasers intended that the tenancy would continue indefinitely. Paragraph 21 assesses the Tenants' position on the amount of their rent and their belief that the property has financial potential as a rental.
14. The Tenants also submit the order fails to mention the Tenants originally requested until June 2026 if the Board did grant the Landlord's application and instead only considered their subsequent request of a shorter period that was made under duress after hearing the request of the Landlord for December 31, 2025 as a termination date. The Tenants in the review request also state they sought additional time in part, because of the impact moving would have on their music students since they are musicians that teach music. Paragraphs 26 to 29 of the order confirm the Member did consider the Tenants' circumstances for the purposes of making a determination under section 83 of the Act.
15. Interpretation Guideline 8 - Review of an Order states:

A review is not an appeal or an opportunity to change the way a case was presented.

The purpose of the review process is not to provide parties with an opportunity of presenting a better or different case than they did at first instance. There is nothing in the record or in the request for review to support a determination that the Member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions. I would not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of observing the witnesses and of hearing the evidence in its totality. *TSL-51694-14-IN-RV (Re)*, 2015 CanLII 23959 (ON LTB) at para 10.

16. The hearing recording and the order show the Member focused on relevant factors and evidence when deciding the issues to be determined. The Member's findings are rationally connected to the evidence and the order provides adequate reasons explaining why he concluded the Purchasers in good faith, intend to move into the rental unit.
17. Paragraph 30 of the order also explains why the Member determined it was appropriate to postpone the eviction to March 31, 2026, more than four months from the November 10, 2026 hearing date. Findings under section 83 are discretionary. The Member's

findings in this case fall within a reasonable range of outcomes and are entitled to deference. While another Member may have decided differently, this is not grounds for review.

18. The order is not meant to be a transcript of the proceeding. The Member is not required to address every piece of evidence or address every argument made. It is not an error for the Member to provide a summary of the evidence that guided their ultimate decision instead of reproducing verbatim all that was said during the hearing.
19. The Tenants' disagreement with the Member's determinations is not sufficient grounds for review. There is no indication that the Member applied improper principles in assessing the evidence introduced in this case or that there was insufficient evidence before the Board to support the Member's conclusions. The Board's review process is not intended to provide a party an opportunity to reargue their case in the hopes of achieving a different outcome.
20. For all the reasons provided here, based on 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 there is new evidence that has the potential to change the outcome in the order.

It is ordered that:

1. The request to review order LTB-L-059585-25 issued on January 7, 2026 is denied. The order is confirmed and remains unchanged.

February 11, 2026
Date Issued

John Cashmore
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.

