



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

Citation: Toronto Community Housing Corporation v Milov, 2026 ONLTB 19164

Date: March 3, 2026

File Number: LTB-L-058703-25-RV

In the matter of: 162, 3680 KEELE STREET
NORTH YORK, ON M3J1M2

Between: Toronto Community Housing Corporation Landlord

and

Sergei Milov Tenant

REVIEW ORDER

Procedural History of Application

Toronto Community Housing Corporation (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict Sergei Milov (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe, because the Landlord claimed the Tenant failed to meet a condition specified in the mediated order issued by the Board on March 21, 2025 with respect to N5-based L2 application LTB-L-081390-24.

The L4 application was resolved by order LTB-L-058703-25 issued on July 28, 2025, which terminated the tenancy effective August 8, 2025 (the 'L4 Order'). The L4 Order was obtained on an ex parte basis without a hearing.

On November 14, 2025, the Tenant requested a stay and review of the L4 Order, claiming serious errors and that the Tenant was not reasonably able to participate in the L4 proceedings.

Review interim order LTB-L-058703-25-RV-IN was issued on November 17, 2025, staying the L4 Order and directing the request to a review hearing.

The review hearing was scheduled for December 22, 2025 but was adjourned by the adjudicator because there was no written proof that the Tenant's agent had authority to speak on behalf of the Tenant.

Interim order LTB-L-058703-25-IN-2 was issued on January 6, 2026 adjourning the review hearing and directing various disclosure obligations and deadlines on the parties.

The review hearing was heard by videoconference on February 18, 2026. The Tenant's sister and support person Nina Milova attended the review hearing on the Tenant's behalf (this time there was written authorization). The Landlord's legal representative Jessica Fletcher (paralegal)

attended the review hearing on behalf of the Landlord. The Landlord's witnesses Marka Hrivik and Shawn Wang attended portions of the hearing but did not give testimony.

Determinations:

Review Denied – No Serious Error or Not Reasonably Able to Participate Proven

1. For the reasons explained below, the Tenant's request to review the L4 Order is denied.
2. The Tenant's support (sister) seemed to be making submissions more appropriate for a set aside motion. I note that the Tenant did not submit any S2 set aside form to the LTB within 10 days of the L4 Order. The Tenant is recommended to obtain legal advice regarding a set aside motion and how to request an extension of time.
3. For the issues raised on this review, I considered only the allegations that the Tenant was not reasonably able to participate in the L4 proceedings, and that there was a serious error in the L4 Order.
4. The Tenant's support submitted that her brother was not reasonably able to participate in the L4 proceedings because he received no notice that the Landlord had applied for the eviction order, or that the Board would be considering whether there was a breach or not of the mediated agreement.
5. The L4 application is by nature, an application that can be done without notice to a Tenant. Section 78(1) of the *Residential Tenancies Act, 2006* (the 'Act') sets out the requirements for a landlord to apply to the Board for an eviction order without notice.
6. I find that the Tenant had no legal right to be given notice to participate in the L4 proceeding, because the Act allows for this type of application to be submitted to the LTB without any notice to the Tenant.
7. In the "agreed facts" section, the mediated agreement contains a section 78 clause at paragraph 5, which states: *If the Tenant fails to comply with paragraphs 2 – 4 above, the Landlord may apply to the LTB under section 78 of the Residential Tenancies Act, 2006, for an order terminating the tenancy and evicting the Tenant.*
8. In the "on consent, it is ordered that" section, the mediated agreement states at paragraphs 1 and 2: *(1) The tenancy shall continue provided that for the twelve months of March 17, 2025, up to and including February 16, 2026, the Tenant, the Tenant's occupants, and/or guests shall comply with the terms outlined in paragraphs 2-4 above. (2) If the Tenant fails to comply with the conditions set out in paragraph [1], the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must apply within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant".*
9. Since the Act allows a mechanism for the Landlord to apply to the LTB within 30 days of a breach of a mediated agreement, I find that there was no entitlement to the Tenant to have been given any notice the L4 application was being filed at the LTB, nor for the Tenant to have any opportunity to make submissions to the LTB on the L4 application.

10. The Tenant's support also submitted that there were serious errors in the L4 Order. She advised that the rental unit does not contain a balcony, but the L4 Order makes references to a balcony.
11. Regarding the balcony issue, I find that it was merely a clerical error, not a serious error, for the L4 Order to make references to a balcony when there is in fact no balcony at the rental unit. The adjudicator who considered the L4 application made determinations of numerous breaches of the mediated agreement, none of which were specifically on a "balcony" but rather all these breaches were noted inside the rental unit, including: *"a. high clutter levels in the rental unit b. unauthorized modifications to the rental unit c. air conditioning installed incorrectly and sitting on a piece of furniture inside the unit d. window screen removed e. new window damaged f. pest infestation (cockroaches) g. garbage in the unit h. flammables and combustibles in the rental unit i. bicycles are being stored in the unit and in the hallway outside of the unit j. damage on the walls of the unit k. closet door has been disconnected completely."*
12. Since all the breaches noted in paragraph 2 of the mediated agreement were from inside the rental unit or in the hallway outside the unit, it made no material difference to the outcome of the order (finding a breach, and ordering an eviction) for the member to write about a non-existent balcony as being included in the *"entire unit"*.
13. The Tenant's support also submitted that there were no specifics in the mediated agreement which prohibited the Tenant from having items like an air conditioner, bicycles, etc. She submitted it was a serious error that the L4 Order made determinations that the alleged breaches were based on these types of items being found in the rental unit, when the mediated agreement did not explicitly prohibit them.
14. I find that there was no serious error made in the L4 Order by referencing bicycles, air conditioner, cockroaches, combustibles, garbage, or similar items. The mediated agreement clearly states in paragraph 3 of the "agreed facts" section that the Tenant is agreeing to restore the entire unit to a reasonable condition, free from clutter, with a clutter image (copied to Tenant) of a rating scale of 4 or less. A list of inclusions are provided, including:
 - a. All rooms, closets and balcony are used for their intended purposes, and are free of clutter;*
 - b. Removal of all garbage, recycling, and waste from the unit (every three weeks);*
 - c. Stacked items are stacked securely and are not stacked higher than approximately 4 feet or above shoulder height high;*
 - d. No trip hazards along the pathways or floors;*
 - e. Pathways to be clear for all entrances, exits, and windows with a width of approximately 4 feet;*
 - f. All exits and entranceways to the unit must be clear and accessible – e.g. all unit doors can open all the way.*
15. The pictures submitted in support of the L4 Application show the various items, garbage, and clutter found on inspection. There was no serious error in making the determination that the rental unit was not free of clutter of rating scale 4 or less. The specific words "bicycle" or "cockroach" or "air conditioner" did not have to be mentioned in the mediated

agreement. The inspection and pictures revealed that such items were the items that were either stacked unsafely, blocking entranceways and a door to the unit, or were clutter that were not on a rating scale of 4 or less.

16. I find that the Tenant has not proven on a balance of probabilities that there were any serious errors in the L4 Order.
17. The Tenant was also not entitled to be given notice of the L4 Application, therefore there was no reasonable opportunity to participate to be expected for an ex parte application.

It is ordered that:

18. The request to review the L4 Order LTB-L-058703-25 issued on July 28, 2025 is denied. The order is confirmed and remains unchanged.
19. The review interim order LTB-L-058703-25-RV-IN issued on November 17, 2025 is cancelled.
20. The stay of L4 Order LTB-L-058703-25 is lifted immediately. The Landlord may now enforce the L4 Order.

March 3, 2026
Date Issued

Michelle Tan
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.