



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

Citation: Destilus v Abiona Centre For Infant and Early Mental Health, 2026 ONLTB 20253

Date: 2026-03-05

File Number: LTB-T-057227-24-RV

In the matter of: 301, 1102 BROADVIEW AVE
EAST YORK ON M4K2S5

Between: Vanessa Destilus Tenant

And

Abiona Centre For Infant and Early Mental Health Landlord

Review Order

Vanessa Destilus (the 'Tenant') applied for an order determining that Abiona Centre For Infant and Early Mental Health (the 'Landlord'):

- entered the rental unit illegally; and
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

This application was resolved by order LTB-T-057227-24 issued on November 20, 2025.

On December 19, 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 listened to the audio recording for this hearing.

Note: the Landlord has filed an appeal of the order under review at the Divisional Court. To the extent necessary, the stay of this matter imposed by commencement of the appeal is lifted for the limited purpose of allowing this request to review to be decided, pursuant to subsection 25(1)(b) of the *Statutory Powers Procedure Act*, R.S.O., c. S.22.

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 makes a determination that the residential complex is not a "care home" and so the Landlord must comply with ss.26 and 27 of the *Residential Tenancies Act, 2006* (the 'Act') when they wish to enter the rental unit.

3. The Landlord submits that the Member seriously erred by misinterpreting the definition of “care home” under the Act. As set out in the order, the Act defines “care home” by reference to “care services.” The Act defines “care services” as follows:

“care services” means, subject to the regulations, health care services, rehabilitative or therapeutic services or services that provide assistance with the activities of daily living.

4. The Landlord submits that the Member failed to consider the words “or... services that provide assistance with the activities of daily living.” The Landlord’s emphasis on these words ignores words that appear earlier in the definition of “care services”: “subject to the regulations.” Subsection 2(1) of the general regulation under the Act provides a definition of “care services” that sets out a list of services that may be considered to be care services. As noted in the order, this list is inclusive. The list is also instructive. The services included on the list are all services that are very personal: assisting with bathing, dressing and personal hygiene, for example. This is important because subs. 2(2) of the regulation allows for less personal services to be included as care services as long as the landlord provides at least one of the more personal services listed at subs. 2(1).
5. The Member found as a fact that the Landlord provides none of the very personal services listed at subs. 2(1) of the regulation. The Member then reasonably determined that the Landlord is not providing care services to the Tenant, which means the residential complex is not a care home.
6. The Landlord submits that the Member who issued the order under review also issued order LTB-L-020634-25 on June 3, 2025. The Landlord submits that this other order does not call into question whether the residential complex is a care home. This is true but not significant. The issue of whether the residential complex is a care home was not raised in matter LTB-L-020634-25 because it was not relevant to the issues in that application.
7. The Landlord submits that it was procedurally unfair for the Member to make a determination as to whether the residential complex is a care home. The Landlord submits that this issue was first raised at the hearing and that they were not afforded an adequate opportunity to prepare evidence and submissions in response to this issue. They submit that the Member erred by failing to offer them an adjournment.
8. I listened to the hearing recording. The issue as to whether the residential complex is a care home was raised by the Tenant while she was testifying about her tenancy agreement. This would have been surprising to both the Landlord and to the Member because the Tenant’s application acknowledges that the residential complex is a care home. At the hearing the Tenant explained that she had reviewed the general regulation under the Act and now believes that the residential complex does not meet the definition of “care home” under the Act. At this point the Landlord’s representative objected, stating that the Landlord is prejudiced by the timing of the Tenant raising this issue. The Member stated that he would hear the rest of the Tenant’s testimony and that the Landlord’s representative may give evidence or submissions about this point in due course. This

would have been an opportunity for the Landlord's representative to request an adjournment or request that the matter be stood down to speak to her client. She did not.

9. The Landlord's representative had other opportunities to request an adjournment or that the matter be stood down: just before her cross-examination of the Tenant, just after her cross-examination of the Tenant, and just after the break that occurred before the commencement of the Landlord's evidence.
10. It was not an error for the Member to not offer an adjournment. The Member would not know how prepared the Landlord's representative would be to respond to this issue. It was incumbent upon the Landlord's representative to request an adjournment. Instead, she cross-examined the Tenant on this issue, elicited testimony from a Landlord witness about this issue, and gave submissions about this issue.
11. I note that the review request does not name any particular witness whom the Landlord would have called, nor does it attach or even mention any documentary evidence which the Landlord would have relied upon to address this issue had they been given advance notice.
12. The Landlord submits that the Member "failed to substantiate his legal conclusions with reference to any case law to support the inferences made when deciding that the Landlord is not a care home." In setting out the reasons for his determination that the residential complex is not a care home, the Member did not draw any inferences. The Member substantiated his legal conclusions with direct quotations of the relevant sections of the Act and the general regulation under the Act. It was not necessary for the Member to reference case law in order to make his determination. I note that the review request does not cite any court cases that conflict with the determinations in the order.
13. The Landlord submits that there was insufficient evidence before the Board to support the conclusion that the residential complex is not a care home. The Tenant and an employee of the Landlord testified as to the specific services offered and given by the Landlord. This evidence was a sufficient basis for the Member's determination that the residential complex is not a care home.

It is ordered that:

1. The request to review order LTB-T-057227-24 issued on November 20, 2025 is denied. The order is confirmed and remains unchanged.

March 5, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.