



Order under Section 69 Residential Tenancies Act, 2006

Citation: Xiong v Debouk, 2026 ONLTB 23157

Date: 2026-03-23

File Number: LTB-L-107202-25

In the matter of: 3344 Carling Ave
Nepean ON K2H5A8

Between: Jiang Xiong Landlord

and

Hassan Debouk Tenant

Jiang Xiong (the 'Landlord') applied for an order to terminate the tenancy and evict Hassan Debouk (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on March 11, 2026.

The Landlord's Agent, Quisong Tu ('QT'), the Landlord, the Tenant's Legal Representative, Daniel Moak, and the Tenant attended the hearing.

Determinations:

Preliminary Issues

Standing of Quisong Tu

1. The Law Society of Ontario ('LSO') is the regulatory body that governs lawyers and paralegals in the province of Ontario. Section 62 of the *Law Society Act* ('the LSA'), empowers the LSO to enact a by-law that addresses the kinds of licences it can issue, as well as any limitations it wishes to place on licensees and non-licensees. Lawyers and paralegals are considered licensees; all other persons are considered non-licensees. By-Law 4 - Licencing was enacted to address licencing issues for licensees and non-licensees.
2. By-Law 4 – Licencing enables certain persons who are not licensees to provide legal services to the public as long as they do so within the parameters of certain exemptions. Part V section 30 reads as follows:

**PART V
PROVIDING LEGAL SERVICES WITHOUT A LICENCE**

Providing Class P1 legal services without a licence

30. The following may, without a licence, provide legal services in Ontario that a licensee who holds a Class P1 licence is authorized to provide:

Class L1 licence.

Acting for friend or neighbour

4. An individual,
 - i. whose profession or occupation is not and does not include the provision of legal services or the practice of law,
 - ii. who provides the legal services only for and on behalf of a friend or a neighbour,
 - iii. who provides the legal services in respect of **not more than three matters per year**, and
 - iv. who does not expect and does not receive any compensation, including a fee, gain or reward, direct or indirect, for the provision of the legal services. [Emphasis added]
3. QT confirmed that in 2026 alone, he has appeared before the Board on four different matters. Since QT has appeared on four prior matters, he does not currently qualify for the exemption found in section 30, paragraph 4 of By-Law 4. Therefore, I did not permit him to represent the Landlord at the hearing.
4. The matter was stood down at this time to allow QT to contact the Landlord and have him attend the hearing. The hearing resumed once the Landlord was in attendance.

Did Quisong Tu have authority to sign the Landlord's application?

5. The Tenant's Legal Representative raised a preliminary issue that the Landlord's application should be dismissed because it is not signed by the application or a legal representative, contrary to section 185 of the *Residential Tenancies Act, 2006* (the 'Act').
6. Section 185 of the Act states:

185 (1) An application shall be filed with the Board in the form approved by the Board, shall be accompanied by the prescribed information and shall be signed by the applicant.

(2) An applicant may give written authorization to sign an application to a person representing the applicant under the authority of the *Law Society Act* and, if the applicant does so, the Board may require such representative to file a copy of the authorization.

7. The Board previously made a determination that QT does not meet the definition of a landlord (see: LTB-L-017414-25) and QT confirmed that he is not a licensed paralegal or a lawyer. Pursuant to section 185 of the Act, the application must be signed by the applicant or someone licensed by the LSA¹.
8. As the application filed on behalf of the Landlord is not signed by the Landlord or by a representative authorized by the LSA, the application filed does not meet the mandatory requirements under section 185 of the Act.
9. While not explicitly requested by the Landlord, I considered whether an adjournment would be appropriate in the circumstances to allow the Landlord an opportunity to amend the application to meet the requirements set out in section 185 of the Act.
10. This is the second application signed and filed by QT on behalf of the Landlord. The previous application filed by QT was dismissed by the Board because the application was signed by QT and QT is not authorized to sign the application. Despite this ruling, QT proceeded to sign and file another application. The Landlord and QT knew, prior to filing this application, that it cannot be signed by QT and must be signed by the Landlord and ought to have filed a properly signed application. For these reasons, I determined that an adjournment was not reasonable or appropriate in the circumstances.
11. As the application filed does not meet the mandatory requirements under section 185 of the Act, the Landlord's application shall be dismissed.

Costs

12. The Tenant's Legal Representative requested that the Board order costs against the Landlord. The Tenant's Legal Representative submits that this is the second application signed and filed by QT, despite the Landlord and QT being aware that QT is not authorized to sign the application. He submitted that this is the second time the Tenant has been required to attend a hearing and hire legal representation to defend against an improperly filed application.
13. The Board's Interpretation Guideline 3 speaks to ordering costs against a party and requires that, in considering a request for costs awarded against a party, the Board consider whether the party's actions were unreasonable. A party's actions will be considered unreasonable if they cause undue expense or delay.

¹ *Rivera v. Eleveld*, 2022 ONSC 446

14. I find that costs are warranted under the circumstances. This is the second time this exact issue has been before the Board. The Landlord has shown a blatant disregard for the Board's findings in LTB-L-017414-25 and filed a new application, perhaps as an attempt to obtain a different result from a different adjudicator. I find that the application is filed in bad faith and the Landlord's conduct has resulted in undue expense to the Tenant as the Tenant has again retained a legal representative to appear before the Board in these proceedings.
15. The Tenant's Legal Representative requested party costs in the amount of \$300.00 for his preparation time and the time to attend this hearing. The Tenant's Legal Representative spent more than 3 hours in the hearing room on the day of the hearing. I find that \$300.00 is reasonable in the circumstances. I therefore find that the Tenant is entitled to costs of \$300.00 from the Landlord.

It is ordered that:

1. The Landlord's application is dismissed.
2. On or before April 3, 2026, the Landlord shall pay costs to the Tenant in the amount of \$300.00.
3. If the Landlord does not pay the Tenant the full amount owing on or before April 3, 2026, the Landlord will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026

Date Issued

Candace Aboussafy

Member, 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.