



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

Citation: Kovacs v Crawley, 2026 ONLTB 23739

Date: 2026-03-19

File Number: LTB-L-076981-25-RV

In the matter of: Upper Unit, 514 Dean Ave.
Oshawa ON L1H3E5

Between: Tibor Tim Kovacs Landlords
Kayla Kovacs

And

Erica Crawley Tenant

Review Order

Tibor Tim Kovacs (TK) and Kayla Kovacs (KK) (the 'Landlord') applied for an order to terminate the tenancy and evict Erica Crawley (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy. This application was resolved by order LTB-L-076981-25 issued on December 1, 2025.

On December 13, 2025 the Landlords 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. The Landlords submit that there are serious errors in the order and that serious errors occurred in the proceedings.

Determination that N11 agreement was invalid

2. Essentially the Landlords challenge the Member's determination that the Tenant only agreed to terminate the tenancy because the Landlords misled the Tenant. The Landlords challenge a number of findings of fact but even if these findings were made in error, based on the Landlords' evidence, the determination that the Landlords misled the Tenant is reasonable.
3. The tenancy commenced with the support of a third party organization, the Salvation Army ("SA"), who agreed to be the Tenant's guarantor for the first year of the tenancy. Unfortunately SA lost funding for the program that allowed them to be a guarantor for this

tenancy and so SA cancelled their agreement to be the Tenant's guarantor, effective February 1, 2026 (they could have cancelled it effective 60 days from the notice they sent to the Landlord, which would be October 25, 2025, but SA chose to cancel it several months after that).

4. The Landlord KK testified that when SA said the program was ending they said they would be issuing the Tenant 60 days' notice. KK testified that she thought this was unreasonable so she reached out to the Tenant to explain the situation and tell her that the Landlords would like to offer a more favourable alternative. The "more favourable alternative" was a termination date of February 1, 2026 instead of 60 days from the date that SA notified the parties that their guarantor agreement was terminated. That this "alternative" was a termination date shows that what KK understood and communicated to the Tenant was that SA's cancellation of the guarantor agreement was also a cancellation of the tenancy. This was incorrect and so it was a misrepresentation. It is clear from the Tenant's testimony that she agreed to terminate the tenancy because she believed that the tenancy was terminating in any event.
5. That the tenancy would not automatically terminate upon termination of SA's guarantor agreement is recognized in documents filed by the Landlords. For example, the Landlord's document DOC-6712056 is entitled "termination s.a. p.1" and it contains the following statement:

And Whereas the Tenant will remain in possession of the Premises following such termination of the Guarantee Agreement and the cessation of such rent guarantee payments as a residential tenant entitled to the rights and subject to the obligations of a tenant under the *Residential Tenancies Act*;

6. The Landlord's document acknowledges that the Tenant has a right to the continuation of the tenancy until the tenancy is terminated in accordance with the Act.
7. The Landlords submit that the hearing was procedurally unfair because the Landlords were not given an opportunity to respond to the issue of whether they misled the Tenant. The Tenant had alleged in the motion that the Landlords had coerced her into signing the N11 agreement to terminate the tenancy. While it is true that coercion and misrepresentation are two different issues, they are both issues as to whether the Tenant gave genuine consent to terminate the tenancy, which was a central issue in this motion. Coercion is an issue with voluntary consent whereas misrepresentation is an issue with informed consent. The evidence that was given at the hearing was sufficient to address both issues. Further, given that the Landlords testified to telling the Tenant that the tenancy would end because SA's guarantor agreement had ended, and given that the Landlords' own documents demonstrate that this is not the case, it appears that even if the Landlords had an opportunity to explicitly address the misrepresentation issue, they would not be successful.

Considerations pursuant to subs. 77(8)(b)

8. In any event, the order states that even if the Member was incorrect in her determination that the N11 agreement was invalid, the Member would grant the motion pursuant to subs. 77(8)(b) of the Act, which requires the Board to consider whether, in all of the circumstances, it would be not be unfair to set aside the eviction. The Member considered that the Tenant has chronic medical conditions and that her adult son, who lives with the Tenant, lives with a significant disability. The Member also considered that the Landlords are not nearly as prejudiced by allowing the tenancy to continue because if the Tenant is unable or unwilling to pay the full rent now that SA is no longer a guarantor, the Landlords have remedies available under the Act. Although the Member also mentioned other considerations, the balance of prejudice was a sufficient basis upon which to determine that it was not unfair to set aside the eviction.

Various procedural issues

9. The Landlords submit that they were not permitted to give a closing statement. They did not ask for an opportunity to give a closing statement. Also, parties are not guaranteed an opportunity to give closing submissions. In this case it is not clear how any submissions from the Landlord would influence the result, which was mainly based on the Landlord's evidence.
10. The Landlords submit that the Member was confused. The hearing recording does not support this submission.
11. The Landlords submit that the Member granted a remedy that no one requested. The remedy granted was setting aside the eviction order. The Tenant's motion was a request to set aside the eviction order.

Disposition

12. 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.

It is ordered that:

1. The request to review order LTB-L-076981-25 issued on December 1, 2025 is denied. The order is confirmed and remains unchanged.

March 19, 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.