



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

Citation: Van Hellemond v Cheng, 2026 ONLTB 24265

Date: 2026-03-24

File Number: LTB-T-084243-23-RV

In the matter of: 411, 1083 GORDON STREET SOUTH
GUELPH ON N1G0E8

Between: Andrew Van Hellemond Tenants
Cheryl Van Hellemond

And

Larry Cheng Landlords
Yehong Sun

Review Order

Andrew Van Hellemond and Cheryl Van Hellemond (the 'Tenants') applied for an order determining that Larry Cheng and Yehong Sun (the 'Landlords') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-084243-23 issued on January 6, 2026.

On January 20, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 22, 2026 interim order LTB-T-084243-23-RV-IN was issued, staying the order issued on January 6, 2026.

This request to review was heard by videoconference on February 19, 2026.

The Landlord, Larry, Cheng ('LC'), LC' interpreter, James Cheng, the Tenant, Cheryl Van Hellemond ('CV'), and the Tenant' legal representative, Tim Kelly ('TK'), attended the hearing.

Determinations:

1. In the request to review, the Landlords do not contest the application being granted, but allege that there were serious errors in the order relative to the remedies ordered.
2. The Landlords argued that it was a serious error for the Member to order both a rent abatement rent differential, which the Landlords believe are remedies covering the same period. The Landlords submitted that the order does not address this "duplication".

3. As I explained at the hearing, a rent differential and a rent abatement are not remedies covering the same period. Rent abatements are compensation for the time that the Tenants were still living in the rental unit. Rent differential is compensation for increased rent a tenant has to pay because they moved out of a unit pursuant to an N12 or N13 notice that was given in bad faith. This is compensation relative to the one-year period after the tenancy ended.
4. The Landlord further submits that the Member denied the Tenants' claim for general compensation because there was a lack of evidence of mental, emotional, or physical stress, and there were not adequate reasons reconciling this finding with the finding that the Tenants were entitled to a rent abatement.
5. The Landlords asked that the review request be granted, and that the rent abatement ordered be set aside, or that the matter be reheard relative to the remedies to which the Tenants are entitled. The Landlord believes that the rent differential fully compensates the Tenants. The Landlords position was that the award of a rent abatement in addition to the rent differential amounts to a punitive rather than a compensatory award.
6. The Landlords submitted that the order does not explain the finding that the rent abatement was "appropriate".
7. Despite the Landlords' position that the rent differential adequately compensated the Tenants, the Landlords also submitted that there were not adequate reasons relative to the rent differential awarded. The Landlord submitted that the order does not explain why the full rent differential was awarded.
8. The Tenants position was that the order contained sufficient detail after a lengthy hearing. TK argued that the remedies ordered are specifically permitted by the *Residential Tenancies Act, 2006* (the 'Act'). TK also submitted that there are adequate reasons in the order explaining why these specific remedies were ordered.
9. I agree that the LTB has jurisdiction to order both a rent abatement and rent differential on this type of application: see ss. 57(3)1, 57(3)2, *Residential Tenancies Act, 2006*.
10. The issue before me is whether the order contains adequate reasons explaining why these remedies were ordered.
11. In making a decision, an administrative decision-maker must "... take the evidentiary record and the factual matrix that bears on its decision into account, and its decision must be reasonable in light of them ... The reasonableness of a decision may be jeopardized where the decision maker has fundamentally misapprehended or failed to account for the evidence before it". In other words, the LTB's conclusions must be based on the evidence before it: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 (CanLII), para 126 [*Vavilov*].
12. The LTB's reasons must "... meaningfully account for the central issues and concerns raised by the parties. The principle that the individual or individuals affected by a decision should have the opportunity to present their case full and fairly underlies the duty of procedural fairness and is rooted in the right to be heard ... The concept of responsive reasons is inherently bound up with this principle, because reasons are the primary

mechanism by which decision makers demonstrate that they have actually *listened* to the parties” (emphasis in original), *Vavilov*, para 127.

13. Administrative decision makers are not, however, required to provide reasons that “... respond to every argument or line of analysis’ ... or to ‘make an explicit finding on each constituent element, however subordinate, leading to its final conclusion’”. At the same time, a failure to grapple with key issues “... may call into question whether the decision maker was actually alert and sensitive to the matter before it. In addition to assuring parties that their concerns have been heard, the process of drafting reasons with care and attention can alert the decision maker to inadvertent gaps and other flaws in its reasoning”: *Vavilov*, para 128.
14. The purpose of reasons when they are required is “... to demonstrate ‘justification, transparency and intelligibility’”: *Vavilov*, para 81.
15. When considering the adequacy of reasons, I must give “... a respectful attention to the reasons offered or which could be offered in support of a decision”:

“‘Reasonable’ means here that the reasons do in fact or in principle support the conclusion reached. That is, even if the reasons in fact given do not seem wholly adequate to support the decision, the [reviewing] court must first seek to supplement them before subverting them. For if it is right that among the reasons for deference are the appointment of the tribunal and not the court as the front line adjudicator, the tribunal’s proximity to the dispute, its expertise, etc, then it is also the case that its decision should be presumed to be correct even if its reasons are in some respects defective”: *Newfoundland and Labrador Nurses’ Union v. Newfoundland and Labrador (Treasury Board)*, 2011 SCC 62 (CanLII), para 12 (emphasis in original).

16. In my view, the order does contain adequate reasons for the award of a rent abatement. At paragraph 52, the Member accepts that being forced to move out of their home would create “stress and frustration” for the Tenants, though given the lack of evidence that the Tenants experienced difficulty in finding other accommodation, the Member declined to award the 100% rent abatement for an entire year as requested by the Tenants. Instead, she found that a 50% abatement would be appropriate in these circumstances.
17. At the same time, the Landlords are correct that the Member declined to award general compensation at paragraph 56 because of the lack of “*documentary* evidence to support that they experienced any mental, emotional, and physical stress because of the Landlords serving the N12 notice” [emphasis added]. The Member did not find there was *no* evidence of such stress, but that there was no *documentary* evidence of such stress. Reading paragraphs 52 and 56 together, it can be reasonably inferred that one reasons that no general compensation was awarded was because the “stress and frustration” the Member found the Tenants experienced was adequately compensated by the rent abatement awarded, and without sufficient evidence of additional stress, general compensation was not warranted.
18. The Member grappled with the issue of what, if any rent abatement was appropriate in the circumstances, and provided a transparent, intelligible, and justifiable explanation for her decision.

19. As for the rent differential awarded, the Member provided adequate reasons at paragraph 54. The Member found that the Tenants moved into a new unit for a higher rent after vacating the rental unit. She further found that the Tenants' new rent realistically reflected the market rent for a similar unit in the area at the time. The rent for the new unit was \$558.40 per month higher than the rent for the rental unit at the time the Tenants vacated. The Act permits the LTB to order the full rent differential for a period of up to 12 months, which the Member ordered. The Member found this to be an expense that the Tenants have incurred or will incur because they vacated the unit in accordance with the N12 notice given by the Landlords.
20. The Member considered the amount the Tenants actually had to pay for the new unit, the rent for the old unit, the market rent at the time for a similar unit, and that this was an expense the Tenants had or would incur. The Member's reasons relative to the rent differential were transparent, intelligible, and justifiable.
21. I find that the Member's reasons were reasonable, and the award of both a rent abatement and rent differential is not a duplicative or punitive award. Each of these amounts were compensatory and reflect compensation the Member found the Tenants were entitled to for different reasons and different time periods.
22. 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-T-084243-23 issued on January 6, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 22, 2026 is cancelled. The stay of order LTB-T-084243-23 is lifted immediately.

March 24, 2026

Date Issued

Mark Melchers

Member, Landlord and Tenant Board

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