



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

File Number: LTB-T-015419-22-RV

In the matter of: 109, 945 DARYL DR
BURLINGTON ON L7T0A1

Between: Patrick Wilson Tenant

And

Drewlo Holdings Inc. Landlord

And

Neil Murray Landlord's Agent

Review Order

Patrick Wilson (the 'Tenant') applied for an order determining that Drewlo Holdings Inc. (the 'Landlord') and Neil Murray (the 'Landlord's Agent'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-T-015419-22 issued on November 4, 2025.

On December 3, 2025, the Tenant requested a review of the order.

On January 5, 2026 interim order LTB-T-015419-22-RV-IN directed the matter to a review hearing on some of the issues raised in the request.

The review request was heard by videoconference on February 9, 2026.

The Landlord's representative Kevin Lundy, the Tenant, and the Tenant's representative Timothy Wilson attended the hearing.

Determinations:

1. The Tenant's application alleges that the Landlord limiting access to the pool, sauna, hot tub, fitness, and party room during the Covid-19 pandemic, requiring tenants to complete a liability waiver before using the amenities, and by threatening eviction and a \$100,000.00 fine for failing to fill out the waiver was a breach of both sections 22 and 23 of the *Residential Tenancies Act, 2006* ('the RTA'). Section 22 of the RTA establishes that a

landlord shall not substantially interfere with the reasonable enjoyment of the rental unit and residential complex for all usual purposes by a tenant or members of their household. Section 23 of the RTA establishes that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. The Board dismissed the Tenant's application. The Tenant submits that the Board made serious errors in doing so.

2. For the following reasons the review request is denied.

The Issues at the Review Hearing

3. Rule 26.9 of the Board's Rules of Procedure establishes that the Landlord and Tenant Board ('the Board') will conduct a preliminary review request and may exercise its discretion to dismiss the request or direct the request to a review hearing on some or all the issues raised in the request. In making that preliminary assessment the Board considers whether the issues raised in a request *may* constitute a serious error in the order or procedure.
4. The Tenant's review request was sent to a hearing on the following issues:
 1. Does the order contain sufficient reasons? In determining that question the Board may consider the following and anything else the Board deems relevant:
 1. Does the order contain sufficient reasons regarding the Tenant's argument that the potential liability (eviction and fines) from signing waivers to use shared amenities in the Covid-19 Pandemic was a breach of sections 22 and 23 of the Residential Tenancies RTA, 2006 ('the RTA')?
 2. Are harassment, obstruction, coercion, threats and interference listed in section 23 of the RTA distinct concepts? Were the Tenant's arguments about the distinct concepts addressed?
 2. Was the Tenant provided with a procedurally fair hearing? In determining that question the Board may consider the following and anything else the Board deems relevant:
 1. Does the order's treatment of related order SOT-20681-21, issued on April 12, 2022, raise any procedural fairness concerns?
 2. Was the Tenant provided with a meaningful opportunity to make closing and reply submissions?
 3. Does the order make any serious errors regarding its treatment of section 3 of the RTA?
 4. Any other issues deemed relevant by the reviewing member.
5. I am not satisfied that there is a basis for a finding that the order contains a serious error or that a serious error occurred in the proceedings with respect to the other issues raised in

the review request. The review request is therefore limited to the issues outlined in the interim order.

Sufficient Reasons

6. The Supreme Court of *Canada in Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, provides the following guidance about what constitutes sufficient reasons in administrative tribunal decisions:

“[127] The principles of justification and transparency require that an administrative decision maker’s reasons 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 fully 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.

[128] Reviewing courts cannot expect administrative decision makers to “respond to every argument or line of possible analysis”..., or to “make an explicit finding on each constituent element, however subordinate, leading to its final conclusion”. To impose such expectations would have a paralyzing effect on the proper functioning of administrative bodies and would needlessly compromise important values such as efficiency and access to justice. However, a decision maker’s failure to meaningfully grapple with key issues or central arguments raised by the parties 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...”

7. The Court of Appeal in *Canada Forgings Inc. v. Atomic Energy of Canada Ltd.*, 2024 ONCA 677, says the following about sufficient reasons:

“22 Appellate courts have often commented on the “unfortunate trend” of appellants alleging inadequacy of reasons in order to add heft to otherwise weak appeals: *Gendron v. Doug C. Thompson Ltd. (Thompson Fuels)*, 2019 ONCA 293, at para. 94, leave to appeal refused, [2019] S.C.C.A. No. 228. This court recently addressed this ground of appeal in *Farej v. Fellows*, 2022 ONCA 254, at para. 45, leave to appeal refused, [2022] S.C.C.A. No. 180, emphasizing two key points with respect to the sufficiency of reasons assessment. First, the overarching question is whether the reasons functionally permit meaningful appellate review. Even if the reasons are deficient, this ground of appeal will fail if despite the shortcomings a meaningful review can be conducted. Second, in determining whether the reasons are sufficient, they must be considered contextually. Relevant context includes the issues raised, the evidence adduced, and the arguments made at trial.

23 The duty to provide adequate reasons has four objects: 1) to justify and explain the result; 2) to explain to the unsuccessful party why they were unsuccessful; 3) to

provide for an informed consideration of the grounds of appeal; and 4) to satisfy the public that justice has been done. Insufficiency of reasons does not provide a "free standing basis for appeal": *F.H. v. McDougall*, 2008 SCC 53, [2008] 3 S.C.R. 41, at paras. 98-99. As mentioned above, even when reasons are inadequate, meaningful appellate review may still be possible where the basis for the trial judge's decision is clear on a review of the entire record: *R. v. Gagnon*, 2006 SCC 17, [2006] 1 S.C.R. 621, at para. 21; *Massoudinia v. Volfson*, 2013 ONCA 29, at para. 7.

8. For the following reasons I am not persuaded by the Tenant's argument that the order contains insufficient reasons.
9. While the Board analysis refers generally to the "Landlord's restrictions on the Tenant's ability to freely use the residential complex's recreation facilities" and does not explicitly spell out that the Board is referring to all three of the Tenant's claims (limiting access to facilities, filling out waivers, and threats of eviction and fines for not complying), it is clear from the Board's reasons' read as a whole that the board was referring to all three.
10. Numerous portions of the order make clear that the Board understood that the Tenant's claim was not just about not being able to use the facilities but also about the requirement to fill out waivers and the threats of fines and eviction for non-compliance. For example at paragraph 11 the Board provides an overview of the Tenant's claim, paragraphs 16 to 27 provide a detailed overview of the evidence and arguments advanced by the Tenant, and at paragraphs 43 to 74 the Board considers the seriousness of the Covid-19 pandemic, that the waivers were the Landlord's response to mandates issued by the government, that non-compliance with the *Reopening of Ontario Act* could result in fines and even arrest, that the waiver requirements were reasonable, that the Tenant chose not to fill out the waivers, that other businesses had similar waivers, the restrictions were lifted after government mandates were lifted, that the Tenant made a choice not to use the facilities, and that there was no breach of the Tenant's privacy because he never filled out a waiver.
11. The review request identifies numerous questions that the Tenant submits that the Board should have answered. The Tenant also submits that the Board should have explicitly considered numerous sections of the RTA beyond the sections that the applications were brought under and various other pieces of legislation. The only question the Board needed to directly answer was whether the Landlord breached sections 22 and 23 of the RTA. While other sections of the RTA and other pieces of legislation can be relevant to answering that question, the ultimate question remained whether there was a breach of section 22 and 23 of the RTA. The Board answered that question and provided sufficient reasons for the determinations made. The RTA was the most relevant and important piece of legislation for the analysis required by the Board, and it makes sense that the Board focussed their analysis on the RTA. Doing so does not render the reasons provided in the order insufficient.
12. The Tenant also submits that the Board provided insufficient reasons by not addressing all the different types of actions covered by section 23 of the RTA (harassment, obstruction etc). Those actions are distinct but related concepts. The Board frequently refers to those actions under the general heading of harassment and tenants frequently only refer to harassment and not the other actions. However, regardless the Board's reasons reflect that the Board understood and responded to the Tenant's claim that the Landlord had

engaged in all the actions listed in section 23 of the RTA. Paragraphs 27, 45, and 54 all refer to claims beyond just harassment. I'm not satisfied that the Board failing to list every verb at paragraph 23 renders the Board's reasons insufficient.

Procedural Fairness

13. This is not the Tenant's first application about limitations on the use of facilities in the residential complex during the Covid-19 Pandemic. Order SOT-20681-21, issued on April 12, 2022, dismissed the Tenant's application which claims that the Landlord substantially interfered with his reasonable enjoyment of the residential complex by closing facilities between March 17, 2020 to March 16, 2021.
14. The application that is the subject of this review concerns the use of the facilities from March 17, 2021 forward and adds claims about harassment, waivers, and threats for non-compliance. The Board denied the Landlord's request to dismiss this application as being barred by the res judicata because this application covers a separate time period and had some new claims.
15. Despite denying the request to dismiss the application for res judicata, the Member still considered, adopted some of the reasoning, and some of the findings of the previous order. The Tenant submits that doing so was procedurally unfair. The Tenant says that the Member was not transparent that she was going to use the previous order "as a tactic to do an end run around the RTA and not rule on relevant sections of the RTA" The Tenant states that the Member's treatment of the previous order was procedurally unfair as he had the right to know in pleading his case what issue(s) the Member was going to be judging.
16. Paragraph 40 of the order indicates that the Board invited submissions on whether the analysis in the previous order should be followed. There is no merit to the submission that the Tenant was unaware that the Board might consider the previous order.
17. That the Board did not prohibit the application from proceeding based on res judicata does not mean that the Board could not consider the previous order. The Board had already considered some of the claims in the current application in the previous order, with the main difference being the relevant time period. It was not unreasonable to adopt the relevant determinations that overlapped between the applications. Additionally, the Board does not just entirely adopt the reasoning in the previous order. The Board provides fulsome reasons for why the Tenant did not prove the claims in this specific application.
18. The Tenant submits that they were not afforded an opportunity to bring full closing argument free from interruption and that he was not provided with an opportunity to make reply submissions. The Tenant submits that he wanted to read paragraphs from the caselaw he presented but the Member asked his representative to summarize the caselaw.
19. On the last hearing date, the Tenant's representative gave closing submissions from approximately 14:30 to 1:20:00 on the hearing recording. The Tenant's representative was largely uninterrupted during this time however the Member did ask the occasional question. The recording reflects that the Tenant's representative read passages from many of the cases relied upon but that the Member eventually asked the Tenant's representative to summarize the caselaw. Doing so was not unreasonable. Additionally, the order reflects

that the Board considered the Tenant's case law and provided reasons for why it was not found to be persuasive or directly relevant. After the Tenant's representative had made submissions for approximately an hour, the Member asked the representative if he was almost done. The Member did not cut off the Tenant's submissions and his representative was allowed to continue. After the Landlord's representative finished his submissions, the Tenant did not ask to make reply submissions. I find that the Tenant was provided with a procedurally fair opportunity to make closing submissions.

Section 3 of the RTA

20. Section 3 of the RTA establishes that the RTA applies to rental units in residential complexes despite any other Act and despite any agreement or waiver to the contrary. The Tenant submits that this section establishes that any use of waivers are void. Section 3 of the RTA is not specifically referring to the types of waivers used by the Landlord during the Covid-19 pandemic. I'm not satisfied that the Board's decision is contrary to section 3 of the RTA or that the order failing to explicitly consider it constitutes a serious error. The order does not make any findings that the Landlord was trying to contract out of their obligations under the RTA. The Board's finding that the Landlord's use of waivers was reasonable was a reasonable determination based on the evidence before it.
21. I also reiterate that the question before the Board was whether the Landlord interfered with the Tenant's reasonable enjoyment of the rental complex or harassed etc. the Tenant. The Tenant did not prove that the Landlord did, and therefore the application was dismissed. The Board made no serious errors in doing so.

It is ordered that:

1. The request to review order LTB-T-015419-22 issued on November 4, 2025 is denied. The order is confirmed and remains unchanged.

March 27, 2026
Date Issued

Amanda Kovats
Member, 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.