



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

Citation: Surdon v Chan, 2026 ONLTB 28644

Date: 2026-04-08

File Number: LTB-T-040803-25-RV

In the matter of: 1404, 21 CARLTON ST
TORONTO ON M5B1L3

Between: Lawrie Surdon Tenants
Celia Raguis

And

Arthur Hong Yeung Chan Landlord

Review Order

Lawrie Surdon and Celia Raguis (the 'Tenants') applied for an order determining that Arthur Hong Yeung Chan (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-040803-25 issued on February 17, 2026.

On February 19, 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 February 20, 2026, interim order LTB-T-040803-25-RV-IN was issued, staying the order issued on February 17, 2026.

The review request was heard by videoconference on March 26, 2026.

The Landlord and the first-named Tenant attended the hearing.

Determinations:

1. For the following reasons, the Landlord's request for review is denied. I say this because I am not satisfied on the balance of probabilities that the Landlord was not reasonably able to participate in the hearing that took place on February 10, 2026.
2. The first problem for the Landlord is that his testimony at the review hearing was inconsistent and evasive. At first, the Landlord said that the notice of hearing went directly to his spam email box and he was therefore unaware of the hearing. I then pointed out that the Board's file indicates the Notice of Hearing was sent to him by regular mail as well as by email.

3. The Landlord explained that he is located overseas and “I don’t get my mail”.¹ When I asked for clarification on this point, including whether he had his mail forwarded, or whether he had someone checking his mail, the Landlord said his mail is forwarded to a “friend’s address”.² The Landlord then said his friend “didn’t check the mail on time...and then forgot to send it to me.”³
4. I then took steps to clarify the address the Landlord had given the Tenant and the Board for service of documents; this is the rental unit address and does not appear to be an address for the Landlord’s friend as he described.
5. The Landlord then said he “moved out” of that address in 2025⁴; he then changed his testimony and said he moved out in October 2024.⁵ This testimony makes no sense as the address is clearly the rental unit address where the Tenants were living and not some other address for either the Landlord’s residence or his friend’s residence.
6. As the Landlord’s testimony was inconsistent on this point, I do not find him to be credible when he says his friend failed to check the mail and/or failed to send the mail to him. He said he had his mail forwarded to a friend, which turned out not to be true. He also said he “moved out” of the address he provided to the Tenants, but this could also not be true because that is the address for the rental unit. Based on the Landlord’s evasive and inconsistent testimony, I do not find his credible when he says he was not reasonably able to participate in the hearing that took place on February 10, 2026.
7. Furthermore, as I explained at the hearing, the Board expects that parties will take reasonable steps regarding its processes. For example, whenever the Landlord moved out of the country, it was incumbent upon him to provide the Tenants with an updated address for service. It was also the Landlord’s responsibility to have his mail forwarded to his current residence or to have someone regularly checking his mail and informing him of any important documents. This is particularly true because the Landlord served the Tenants with an N12 notice to terminate the tenancy which ultimately led the Tenants to move out of the rental unit. The Landlord served a legal document and this act engaged the Landlord’s legal responsibilities and required the Landlord to take reasonable steps to adhere to those responsibilities. Sadly, the Landlord took none of these reasonable steps.
8. The leading case in this area is *Q Res IV Operating GP Inc. v. Berezovs’ka*, 2017 ONSC 5541 (CanLII) which found that a party’s non-appearance at a hearing was due to a lack of diligence by the party. The court found that the Board was justified in refusing the party’s review request. The court goes on to state:

Lack of diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party has failed to appear. In other words, it was not an error in law for the Review Board to find that lack of diligence constituted a reason not to grant the landlord a rehearing. **If parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its**

¹ Hearing Recording 00:44:44

² Hearing Recording 00:45:20

³ Hearing Recording 00:45:40

⁴ Hearing Recording 00:47:32

⁵ Hearing Recording 00:48:02

resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders⁶. [Emphasis added]

9. In considering the Landlord's request for review, I have also considered the principles outlined in Guideline 8 of the Board's *Interpretation Guidelines* which says,

The LTB will refuse requests where the **requestor's absence was the result of negligence** or it finds no reasonable explanation for the failure to attend. *1474367 Ontario Inc. v. Millien*, 2011 ONSC 1563; *TSL-67802-15-RV(Re)*, 2016 CanLII 1738 (ON LTB); *NOL-08906-12-RV (Re)*, 2012 CanLII 59993 (ON LTB); *TNL-19146-11-RV (Re)*, 2011 CanLII 71522 (ON LTB). [Emphases added]

10. While I am not bound by the principles set out in the Guidelines, I see no reason to depart from these principles in this instance.
11. Based on the evidence before me, I find that the Landlord's absence at the February 10th hearing was the direct result of his own negligence and his own failure to act with due diligence when he left the country. The Landlord failed to provide an accurate address for service, failed to have his mail forwarded and failed to have someone check his mail for him. The Landlord cannot simply evade his legal responsibilities by leaving the country and negligently leaving no forwarding address. The Landlord has an obligation to exercise diligence in the Board's proceedings, particularly since he served the Tenants with a notice to terminate the tenancy.
12. Based on the evidence before me, and after considering the lack of due diligence and the negligence by the Landlord, I am not satisfied on the balance of probabilities that he was not reasonably able to participate in the hearing that took place on February 10, 2026. This means the Landlord's request for review must be denied.
13. For the sake of completeness, I noted at the review hearing that the Landlord had also submitted a second ground for his review request. The Landlord says that the order issued on February 17, 2026, contains a serious error because it orders him to pay to the Tenants \$10,678.00. However, the actual amounts the Member awards to the Tenants total only \$6,678.00.
14. I explained to the Landlord that this is simply a typographical error and does not constitute a serious error in the order. For this reason, this portion of the Landlord's review request is dismissed.
15. As I am not satisfied that the Landlord was not reasonably able to participate in the February 10th hearing and I am not satisfied that there is a serious error in the order or in the proceedings, the Landlord's request for review is denied. The stay of the order issued on February 17, 2026, is lifted immediately.

⁶ *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII), paragraph 8

It is ordered that:

1. The request to review order LTB-T-040803-25 issued on February 17, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 20, 2026 is cancelled. The stay of order LTB-T-040803-25 is lifted immediately.

April 8, 2026
Date Issued

Laura Hartsief
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.