



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

Citation: Li v Huang, 2026 ONLTB 29369

Date: 2026-04-10

File Number: LTB-L-077470-24-RV

In the matter of: 39 Pilkington Drive
Toronto ON M1L0B7

Between: Li Li Landlord

And

Shumin Huang Former Tenants
Mercedita Sanchez
Rawle Grosvenor

Review Order

Li Li (the 'Landlord') applied for an order requiring Shumin Huang, Mercedita Sanchez and Rawle Grosvenor (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

Li Li (the 'Landlord') applied for an order requiring Shumin Huang, Mercedita Sanchez and Rawle Grosvenor (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' conduct or that of another occupant of the rental unit or someone the Former Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Li Li (the 'Landlord') applied for an order requiring Shumin Huang, Mercedita Sanchez and Rawle Grosvenor (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Li Li (the 'Landlord') applied for an order requiring Shumin Huang, Mercedita Sanchez and Rawle Grosvenor (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was resolved by order LTB-L-077470-24 issued on January 16, 2026. The hearing was held on December 18, 2026 where the Landlord and the Former Tenant Shumin Huang attended the hearing.

On January 27, 2026 the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On January 29, 2026, interim order LTB-L-077470-24-RV-IN was issued, staying the order issued on January 16, 2026.

The review request was heard by videoconference on April 7, 2026.

The Landlord, the Landlord's support Ho Nam Mak, the Tenants and the Tenants' legal representative Li Wang attended the hearing.

Determinations:

The Review Request

1. In the review request, the Former Tenants claim that both Mercedita Sanchez and Rawle Grosvenor were not reasonably able to participate at the December 18, 2025 hearing as they were not notified of the hearing.
2. Additionally, the Former Tenants assert the January 16, 2026 order contains serious errors related to the compensation related to the Landlord's claim for damages, new evidence and errors related to calculation of the costs and the Member's discretion.
3. I note, the January 29, 2026 interim order narrows the issue to be determined related to the matter of participation. However, I will provide general comments related to the other claims.

Were the Tenants reasonable able to participate at the hearing?

4. The Tenant Shumin Huang (SH) attended and fully participated at the December 18, 2025 hearing.
5. There is no dispute that Mercedita Sanchez (MS) left for overseas on or around November 10, 2025 and returned around December 27, 2025. Rawle Grosvenor (RG) left for overseas around the same time and returned on or around April 3, 2026.
6. The Landlord delivered a package, containing the L10 application and the Notice of Hearing to the Tenants at their current address on November 17, 2025 by Express Post.
7. The issue in dispute is whether SH acted on behalf of MS and RG at the December 18, 2025 hearing.
8. At the hearing, various communications were submitted by the Landlord and the Tenants where it was consistently apparent that SH and MS communicated regularly with the Landlord and on behalf of all Tenants. In fact, on November 13, 2025, MS was copied on an email to SH regarding the specifics of the L10 application and hearing details.
9. On November 16, 2025, SH responded to the email and confirmed that "we consent to email as a method of communications for evidence..."

10. On November 28, 2025, SH sent an email to the Landlord and included a copy of the Tenants' response to the Landlord's application. MS was copied on the email. I note, the Tenants' response was clearly written on behalf of the Tenants.
11. While SH states that using terms such as "we", "our", "us" is her preferred way of speaking, I do not find this overly persuasive.
12. MS said that she was not aware of the December 18, 2025 hearing. MS did not state that she did not have internet and email access. Rather, she said she did not check her email regularly. She said that she did not see the information about the hearing and did not notify her husband RG of the hearing. MS said the SH did not have permission to act on her behalf.
13. RG said that he travels regularly and for extended periods of time. He is not technically savvy and would not have been able to participate at the hearing, using Zoom. RG said he was not aware of the hearing. RG said that SH did not have permission to act on his behalf.
14. Overall, I found the Tenants' position to be weak. I find it unlikely that both MS and RG would travel for extended periods without communicating with SH, who was responsible for their home.
15. I have reviewed the Board's application record and listened to the entirety of the December 18, 2025 hearing recording. At no time did SH state she was only representing her interests nor did she request an adjournment. Rather, SH consistently referred to the Tenants' position collectively:
 - 1:39:28 – "our position is..."
 - 1:40:01 – "if we are liable to pay..."
 - 1:44:00 - "oversight is on us..."
 - 1:44:47 – "we did not wilfully..."
 - 1:46:48 - "we had to get..."
 - 1:49:17 – "as soon as we noticed..."
 - 2:03:07 – "we reported to the Landlord..."
 - 2:13:18 – "we did not notice..."
16. Based on the Tenants' joint reply to the Landlord on November 28, 2025 and SH's participation at the December 18, 2025, I am satisfied that she was acting on behalf of all Tenants. I have also considered the pattern of behaviour and communications with the Landlord since the onset of the tenancy and find that SH and MS responded on behalf of all Tenants.
17. Based on the evidence, I was not persuaded that both MS and RG were unaware of the hearing. Rather, I am satisfied, on a balance of probabilities, that they were both fully aware of the LTB hearing and entrusted SH to act on their behalf.

Claims of Serious Error

18. Guideline 8 provides the Board with the ability to grant a review hearing when it is satisfied that the original hearing order contains a serious error. Under the heading of Guideline 8, "Grounds for Review: Serious Error", it states:

"Serious error includes:

- An error of jurisdiction. For example, the order relies on the wrong section of the RTA or exceeds the LTB's powers. This issue need not have been raised at the original hearing;
- A procedural error which raises issues of natural justice;
- An unreasonable finding of fact on a material issue which would potentially change the result of the order;
- New evidence which was unavailable at the time of the hearing, and which is potentially determinative of one or more central issues in dispute;
- An error in law. The LTB will not exercise its discretion to review and order interpreting the RTA unless interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable; and
- An unreasonable exercise of discretion which results in an order outside the usual range of remedies or results and where there are not reasons explaining the result."

19. Having listened to the hearing recording, in my view, the presiding Member facilitated a procedurally fair and detailed hearing.

New Evidence:

20. There is no error related to new evidence. RG and MS could have participated at the original hearing to challenge the Landlord's claims. The fact that they had "first-hand knowledge" is not considered new evidence.

Global Costs and Member Discretion:

21. The Board order and the hearing recording confirm that the Member considered the furnace/water heater and AC unit as a collective issue. This is also supported by the Inzone Construction Quote as led by the Landlord. While the order, at paragraph 34, describes damage to the furnace, the record confirms the Member turned his mind to the issue as a whole. There is not basis for the claim that the Member should have severed the costs and considered them individually.
22. At paragraphs 25 to 41 of the Order, the presiding Member provided detailed reasons to support his findings related to damages claimed by the Landlord and the calculation used to determine the remedy. The Member also considered the illegal clause in the lease agreement and the Landlord's failure to mitigate the damage to arrive at a remedy of 60% of the total cost. The Member analysed the detailed quote to assess an amount he deemed to be reasonable.

23. To be reasonable, a decision has to be based on logical and rational reasoning. The Member's logic must be traceable without encountering any "... fatal flaws in its overarching logic". There must be a "... line of analysis within the given reasons that could reasonably lead the tribunal from the evidence before it to the conclusion at which it arrived": Canada (Minister of Citizenship and Immigration) v. Vavilov, 2019 SCC 65 (CanLII), para 102.
24. The Member listened to all of the evidence and reviewed the physical evidence submitted at the hearing. His decision was based on the best evidence presented at the hearing. The order clearly articulates his reasons to support the ultimate outcome. And that outcome falls within the range of reasonable outcomes.
25. I have also considered the other claims made in the review request specific to depreciation and errors in law and fact. Many of the issues were addressed at the hearing and in the Order. It seems the Tenants simply don't like the outcome. For example, the Member did address the illegal maintenance fee, the Landlord's failure to mitigate, and the various damage claims. These were raised at the original hearing. The Tenants could have addressed the depreciation issue at the hearing but failed to do so. In this matter, there was no serious error in law or the process.
26. A review is not an opportunity to seek another decision when the hearing Member had the benefit of first-hand evidence and cross-examination. It would not be proper for me to interfere with the Member's decision without clear evidence of a serious error.
27. 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 or that the Tenants were not reasonably able to participate in the proceeding.
28. The Tenants review request is denied.
29. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-077470-24 issued on January 16, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-077470-24 is lifted immediately.

April 10, 2026
Date Issued

Dana Wren
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.