



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

Citation: Chlistovsky v Kiefer, 2026 ONLTB 32011

Date: 2026-04-20

File Number: LTB-L-017905-25-RV

In the matter of: 1, 66 HEWITT AVE
Toronto ON M6R1Y3

Between: Vladimir Chlistovsky Landlord

And

Heidi Kiefer Tenant

Review Order

Vladimir Chlistovsky (the 'Landlord') applied for an order to terminate the tenancy and evict Heidi Kiefer (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was resolved by order LTB-L-017905-25 issued on March 18, 2026.

On April 16, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Board granted the Landlord's application. The Tenant submits that the Board made serious errors in doing so. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
2. The Tenant argued at the hearing that the Landlord serving a notice of rent increase and asking for post dated cheques was evidence that the Landlord was being untruthful that he intended for his son to move into the rental unit. Paragraph 25 of the order acknowledges that the Tenant made those arguments.
3. The Tenant argues on review that the Board only provided reasons for why they were not persuaded by the argument about the rent increase (the rent increase was served before the Landlord formed the intention for his son to move into the rental unit and therefore was not probative of the Landlord's good faith intent) but the Board did not provide reasons for why the Board was not persuaded with the argument about post dated cheques.

4. The Tenant states in the review request that the Landlord requested post dated cheques in December 2024 which was in the same period that the Landlord formed the intention for his son to move into the rental unit. The Tenant submits that asking for post dated cheques after or around the time that the Landlord allegedly formed their intention for the rental unit is indicative of the Landlord's bad faith. The Tenant submits that failing to explicitly address this point is a serious error.
5. Nowhere in the order is a finding of fact made regarding when specifically, the Landlord asked for post dated cheques. The Tenant says in the review request that it was in December which is the same month that the Landlord testified at the hearing that he formed his intention for the rental unit. The Tenant has not provided a transcript, directed me to a timestamp from the hearing recording, or directed me to a specific piece of evidence to establish that there was evidence presented at the hearing regarding when the cheques were requested. If the date the cheques were requested was not before the member, or if it was not after the Landlord formed their intention for their son to move into the rental unit, it was not a serious error for the Board not to consider it.
6. However, even if there was evidence before the Board that the Landlord asked for rent cheques after forming the intention for his son to move into the rental unit, I'm not satisfied that the order makes a serious error by not explicitly addressing the argument. As explained below I find that the order read as a whole provides sufficient and reasonable reasons.
7. The Supreme Court in *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, at paragraph 3 establishes that administrative tribunals do not have to consider and comment upon every issue raised by the parties in their reasons. The order need only provide sufficient reasons.
8. 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.

9. The order mentions at numerous points the Tenant's argument about the Landlord asking for post dated cheques. The Board was therefore aware of the argument when rendering their decision. Paragraph 25 of the order reflects that the Board explicitly turned their mind to the argument. The Board says that "...asking for 12 post-dated cheques, I do not believe this can be used against the Landlord to support a bad-faith N12". While the order does not explicitly state why, the order read as a whole provides sufficient reasons for why the Board was satisfied that the Landlord does in good faith intend for his son to move into the rental unit. The Board accepted the testimony of both the Landlord and his son as credible and compelling evidence of the Landlord's good faith intention. The Board provides detailed reasons at paragraphs 24 and 26-30 for why the Board rejected the Tenant's argument that they Landlord just wants to evict the Tenant to raise the rent and that the eviction is retaliation for an issue with the rental unit's washing machine.
10. The Tenant's argument about post dated cheques was made in the context of the other evidence and arguments made at the hearing. Asking for payment of rent is a routine and fairly innocuous action on its own. The Board explained why they believe the Landlord that he intends for his son to moved into the rental unit and why the Board was not persuaded by the Tenant's arguments about the Landlord's bad faith intent. The Board provided sufficient and reasonable reasons.
11. The Tenant argued at the hearing that eviction must be refused because the reason for the application being brought is that the Tenant attempted to secure their legal rights regarding an issue with the rental unit washing machine. The Tenant argues that in rejecting that argument that the Board unduly narrowed the applicability of section 83(3)(c) of the *Residential Tenancies Act, 2006* ('the Act').
12. The Board provides reasons at paragraph 28 to 30 that mandatory relief from eviction did not apply because there was no demand from the Landlord regarding the washing machine repair that resulted in the Tenant refusing to acquiesce. The Tenant submits on review that section 83(3)(c) of the Act does not require that, and that a maintenance request alone can be an attempt to enforce legal rights.
13. Even if the order contains an error in finding that whether a demand is made from a Landlord is relevant to the analysis of whether section 83(3)(c) applies, I'm not satisfied that it is a serious error because it would not change the outcome of the order. I say that because at paragraphs 26-27 of the order, the Board finds that the notice of termination was not served because of the washing machine issue. The Board finds that any overlap in the timing of the issues "was most likely coincidental" and that "nothing presented by the Tenant created a clear causal link between the Tenant notifying the Landlord about

the washer maintenance problem and the Landlord serving an N12 notice of termination...". The Board's finding was that the notice of termination was not served because of the washing machine issue. The Board's factual findings did not support mandatory refusal of eviction even if the statement of law in the paragraphs that follows might constitute an error.

14. The Tenant also argues that the Board overlooked the Tenant's position that the Landlord did not believe the washing machine repairs were necessary and blamed the Tenant for the maintenance issue. The Board did not overlook that argument. At paragraph 27 the Board explicitly states that the Tenant's characterization of the Landlord being blameful of the Tenant was overstated and not supported.
15. The Tenant argues the Board failed to reference all the evidence on the washing machine issue. While that may be true the order read as a whole reflects that the Board understood and considered that the Landlord has told the Tenant that the dryer lint needed to be cleaned and that it was a fire hazard. The Board found that the washing machine issue was not the reason the notice of termination was served. Even if the Board only mentioned some of the emails sent between the parties on the issue, the order reflects that the Board understood and considered what occurred regarding the washing machine. No serious errors occurred regarding the Board's decision that mandatory refusal of eviction did not apply.

It is ordered that:

1. The request to review order LTB-L-017905-25 issued on March 18, 2026 is denied. The order is confirmed and remains unchanged.

April 20, 2026
Date Issued

Amanda Kovats
Member, 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.