



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

File Number: LTB-L-057264-25-RV

In the matter of: 66 SABISTON DR
UNIONVILLE ON L3R2B5

Between: Guoqiang Wang Landlord
Yuexiao Deng

And

Yi Cai Tenant
Yan Jin

And

Jingyong Jiang Potential Party

Review Order

Guoqiang Wang and Yuexiao Deng (the 'Landlord') applied for an order to terminate the tenancy and evict Yi Cai, Jingyong Jiang and Yan Jin (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application'),
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully caused undue damage to the premises (L2 Application).

The application was resolved by order LTB-L-057264-25 issued on December 2, 2025. Only the Landlord's representative Reymont Lee, the Landlord attended the hearing, and the Tenant and Potential Party, Jingyong Jiang (JJ) did not attend. This application was resolved by order LTB-L-057264-25 issued on December 2, 2025.

On March 2, 2026, JJ requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 3, 2026, interim order LTB-L-057264-25-RV-IN was issued, staying the order issued on December 2, 2025.

This application was heard by videoconference on April 14, 2026.

The Landlord's agent, Nicole Wang, the Landlord's Legal Representative, Raymond Lee, JJ and JJ's Legal Representative, Xiran Yang, attended the hearing. JJ was assisted by Erika Li, a Mandarin Interpreter.

Determinations:

Request to Review

1. JJ testified that he did not receive the Notice of Hearing for the hearing on November 27, 2025. He testified that he never resided in the rental unit and that his mailing address was not the rental unit address. He also testified that he did not consent to service of Board documents by email and did not receive the Board's order or any subsequent documents. JJ further testified that he only became aware of the proceeding later, after being informed by his legal representative.
2. The Landlord's Legal Representative submitted that he emailed JJ the N4 and N7 notices and also delivered a copy of the Notice of Hearing to the rental unit before the hearing. The Landlord's position was that JJ was aware of the November 27, 2025, hearing.
3. The Board's records confirm that the Notice of Hearing was mailed to the rental unit on October 25, 2025.
4. Based on the evidence before me, I am satisfied that JJ was not reasonably able to participate in the original hearing.
5. In *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708 (ON SCDC), the Divisional Court held that:

"Being reasonably able to participate in the proceeding must be interpreted broadly. Natural justice requires no less."
6. In the present case, I find it probable that JJ may not have received notice of the hearing because all of the evidence shows that the Notice of Hearing was mailed to the rental unit, and the evidence indicates that JJ never resided there. Accordingly, I am satisfied, on a balance of probabilities, that JJ was not reasonably able to participate in the hearing on November 27, 2025.
7. The request to review is granted. After delivering my oral decision on the review request, I proceeded to rehear the application.

Merits of the Original Application

Preliminary issue—Was Jingyong Jiang (JJ) a Tenant of the rental unit?

8. At the hearing, a preliminary issue was raised with respect to JJ, named as a Tenant in the application.
9. JJ testified that he signed the lease as a guarantor for the Tenant, Yi Cai, because Yi Cai did not have legal status in Canada in October 2022 and required support to secure the rental unit. He testified that he never resided in the rental unit, had a separate permanent

address, never took possession of the unit, did not have keys, and never paid rent to the Landlord. He stated that he had no involvement in the tenancy. JJ further testified that he discussed this arrangement with the Landlord when he signed the lease in October 2022 and had no further interaction with the Landlord regarding the tenancy until his legal representative later received the N4 and N7 notices.

10. The Tenant's Legal Representative submitted a copy of the lease agreement. It indicates that JJ signed the lease as a guarantor. The lease was signed on October 11, 2022, by the Landlord, Yi Cai, and JJ.
11. The Landlord's daughter, Nicole Wang, who acted as the Landlord's agent, also testified that she managed the rental property for her parents and collected the rent. She testified that she never saw JJ at the rental unit and that Yi Cai was the only Tenant who paid rent each month in cash.
12. Section 2(1) of the *Residential Tenancies Act, 2006* (Act) defines a tenant as,

2(1) a person who pays rent in return for the right to occupy a rental unit and includes the tenant's heirs, assigns and personal representatives, but "tenant" does not include a person who has the right to occupy a rental unit by virtue of being,

(a) a co-owner of the residential complex in which the rental unit is located, or

(b) a shareholder of a corporation that owns the residential complex.
13. Based on the evidence before me, I find that JJ was a guarantor and not a Tenant. JJ did not sign the lease as an occupant or intended Tenant. There was never any intention that he would move into the unit, as he lived elsewhere and never resided there. I find, on a balance of probabilities, that JJ did not have the right to occupy the rental unit, never took possession of it, and signed the lease solely as a guarantor for Yi Cai,
14. Although a guarantor is not defined in the Act, the Board does not have authority to make an order against a guarantor in a rent arrears application. Only tenants may properly be named as respondents in such an application. Accordingly, the application is amended to remove JJ as a named Tenant.
15. The application is amended accordingly to identify the proper parties.

Result

16. Although the review is granted and the application is amended to remove JJ as a named tenant, it is not necessary for me to hear or determine the remaining merits of the application. The amendment does not affect the result. The original conclusion remains unchanged, and there is no basis to vary that order.

It is ordered that:

1. The request to review order LTB-L-057264-25 issued on December 2, 2025, is granted.

2. Order LTB-L-057264-25 issued on December 2, 2025, is confirmed and remains unchanged.

April 21, 2026
Date Issued

Joy Xiao
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.