



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

**File Number:** LTB-L-070091-24-RV

**In the matter of:** 4916 HURON HEIGHTS DR  
MISSISSAUGA ON L4Z4H8

**Between:** Qi Huang Landlord

**And**

Borislav Boljak Former Tenants  
Boveda Patricia

### **Review Order**

Qi Huang (the 'Landlord') applied for an order requiring Borislav Boljak and Boveda Patricia (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-070091-24 issued on January 5, 2026.

On January 15, 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 January 26, 2026 interim order LTB-L-070091-24-RV-IN was issued, staying the order issued on January 5, 2026.

This request was heard by videoconference on March 2, 2026.

The Landlord, the Landlord's wife, Z. Wang, and the Former Tenants attended the hearing.

### **Determinations:**

#### Review Request

1. In this request, the Landlord alleges that the order contains a serious error, that a serious error occurred in the proceedings, and/or that he was not reasonably able to participate in the proceedings. The Landlord alleged the following:
  - a) the Member did not give the Landlord enough time to present evidence and the hearing ended without the Landlord being able to provide a response;

- b) the Member relied on supporting evidence not disclosed in accordance with the Rules of Procedure;
  - c) the Member relied on unreliable or irrelevant photos;
  - d) the Member erred in law by dismissing the Landlord's claim for overgrown weeds in the yard as this was part of the Former Tenants responsibility according to section 33 of the *Residential Tenancies Act, 2006* (the 'Act');
  - e) the Member made an unreasonable finding of fact that the Landlord interrupted the Former Tenants' move out; and
  - f) the Member applied a stricter or unreasonable standard to the Landlord's supporting invoice for the wall repairs.
2. At the review hearing, the Landlord stated that before the prior hearing, the Former Tenants had advised that one of them was having surgery and requested a rescheduling. He stated that as a result he did not properly prepare for the hearing thinking it would be adjourned. He also stated that he was not given enough time to talk, as English is not his first language and he speaks slower.
3. The Landlord also stated that the Former Tenants did not serve him with their supporting evidence package, so he had no chance to look at it and prepare, or respond quickly to what the Former Tenants said on the hearing date.
4. The Landlord further submitted that the Member made a legal error by demanding that the invoice for the wall repairs be itemized.
5. The Former Tenants opposed the Landlord's position in this request and believed that the Landlord was not being truthful. They stated that the Landlord was given time to speak and only mentioned at the end of the hearing that he had not seen their supporting evidence package. They submitted that their package was uploaded to the Tribunals Ontario Portal ('TOP') and the Landlord would have been able to see it. They also asserted that they did not receive the Landlord's supporting evidence package which they state on their cover page of their package.
6. The Former Tenants further stated that the matter had been previously adjourned prior to the last date in July 2025 and that the Landlord at that time had admitted to seeing their package but that it was a lot to review. The Former Tenants maintained that the Member went through the whole case at the last hearing.

#### Law and Analysis

7. 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 Landlord was not reasonably able to participate. I say this for the reasons that follow.
8. I have listened to the hearing recording in its entirety.
9. Guideline 8 of the *Landlord and Tenant Board's Interpretation Guidelines* (the 'Guidelines') provides that the LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceedings or the requestor was not reasonably able to participate in the proceeding. A review is not an appeal or an opportunity to change the way a case was presented.

10. Additionally, as per Guideline 8 of the Guidelines, the LTB will not exercise its discretion to review an order relative to a finding of fact unless the factual determination was unreasonable and on a material issue which would potentially change the result of the order. The Member's findings of fact are entitled to considerable deference.
11. As well, per Guideline 1 of the Guidelines parties should assume that the hearing will proceed on the date stated in the Notice of Hearing.
12. In accordance with section 183 of the Act, the LTB must adopt the most expeditious method of determining the issues arising in an application while affording the participants an adequate opportunity to know the issues and be heard on the matter. As per the hearing recording, I was satisfied that the Landlord was afforded an adequate opportunity at the previous hearing to present evidence and respond to the Former Tenants' evidence.
13. The Member walked the parties through the Landlord's claim using his supporting evidence package, referring to photos and invoices, and asking questions of the parties. At no point in the hearing recording did the Landlord advise the Member that as a result of a language barrier he was not able to understand or participate. The Landlord responded to questions put to him with relevant evidence, in support of his position, and in the English language.
14. Given the above, I was satisfied that the Landlord was reasonably able to participate in the proceeding.
15. At 3:55:16 in the hearing recording, near the end of the hearing, the Landlord states that the Former Tenants did not serve their supporting evidence to him. The Member does respond that this should have been raised at the beginning of the hearing but also acknowledges that parties are obligated to provide their supporting evidence to one another at least seven (7) days in advance of the hearing date. The Member then proceeded to verify that the Landlord had served his supporting evidence package.
16. While although the Former Tenants' supporting evidence package was discussed during the hearing prior to the Landlord's raising the service issue, I was satisfied that the Member did not rely on or consider any of the Former Tenants' supporting documents or photos in his determinations. I say this because the Member only refers to Former Tenants' testimony throughout the order and does not point to any document or photo submitted by the Former Tenants in support.
17. Given this, I was not satisfied that the Member relied on any unreliable or irrelevant supporting evidence in determining the issues in this application.
18. The Landlord submitted that the Member erred in law by dismissing the Landlord's claim for claim for overgrown weeds in the yard as this was part of the Former Tenants responsibility according to section 33 of the Act. In accordance with Guideline 8 of the Guidelines, the LTB will not exercise its discretion to review an order interpreting the Act unless the interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable.
19. The Landlord did not provide any case law in support of this submission. In any event, the Member's determinations with respect to the overgrown weeds in the yard was that it was

consistent with normal wear and tear and not undue damage. Section 33 of the Act speaks to a tenant's responsibility for ordinary cleanliness not undue damage.

20. The Landlord also submitted that the Member made an unreasonable finding of fact that the Landlord interrupted the Former Tenants' move out. The Landlord asserted that he had an agreement with the Former Tenants to attend the rental unit to retrieve the keys on their move out day. At the hearing, this was disputed by the Former Tenants.
21. The Member found at paragraph 11 of the order, LTB-L-070091-24, issued on January 5, 2026 the following:

“It was also their testimony that their attempts to properly clean the property before vacating were interrupted by the Landlord and the new tenant attending the property amidst their efforts to clean the property. The Landlord did not dispute this, submitting they were exercising their rights as the new tenant was to take possession on August 1, 2025.”

22. At 3:29:50 in the hearing recording the Former Tenants state that the Landlord, his Realtor, and his new tenant, came into the unit while they were moving out and cleaning. At 3:47:18 in the hearing recording, the Landlord responded, “we did yes,” “we called before and agreed to come at 6:00 p.m. to get keys..” Thus, I was satisfied that the above finding was reasonable as the Landlord did not dispute that he attended the rental unit around 6:00 p.m. on the day the Former Tenants were moving out.
23. While the Landlord may believe that he was not interrupting the Former Tenants' move out by coming to get the keys early, I find it reasonable to find that it would be an interruption as the Former Tenants had until midnight that day to move out and clean and the Landlord arriving and entering the unit with a Realtor and a new tenant prior to that time would most likely disrupt the Former Tenants efforts in moving and/or cleaning the unit.
24. The Landlord further submitted that the Member applied a stricter or unreasonable standard to an invoice relied upon by the Landlord with respect to the wall repairs. The Landlord submitted that the Member rejected his invoice for not being itemized and that the Act does not require this of invoices. Again, in accordance with Guideline 8 of the Guidelines, the LTB will not exercise its discretion to review an order interpreting the Act unless the interpretation conflicts with a binding decision of the Courts or is clearly wrong and unreasonable.
25. The Landlord did not provide any caselaw regarding this submission. While the Act does not require invoices relied upon by parties be itemized, that does not mean that a stricter or unreasonable standard was applied in this case. The Member's determination at paragraph 18 of the order, LTB-L-070091-24, issued on January 5, 2026 stated the following:

“Furthermore, I am not satisfied on the balance of probabilities that the Landlord proved the reasonable costs that the Landlord incurred or will incur as a result of the damage. Specifically, the invoice for the wall repairs is not itemized as such I cannot determine what was the cost associated with the damage as a result of the sensor, camera and baby gate.”

26. The Landlord bears the burden in this application to prove any reasonable costs incurred or those that will be incurred related to the undue damage found to be caused by the Former Tenants. In this case, the Landlord had alleged numerous areas of undue damage to the walls of the rental unit and submitted a number of photos in support. However, at the hearing, the Member only determined that the Former Tenants caused undue damage to three areas on the walls, specifically, where “the sensor, camera and baby gate” had been removed.

27. The invoice provided into evidence in support of the Landlord’s reasonable costs simply stated, “walls patching and painting amount \$300.00.” Given the vagueness of this invoice, it was reasonable for the Member to find that he cannot determine the reasonable costs for the repair of these three areas on the walls.

28. For the above reasons, the Landlord’s request for review is denied.

**It is ordered that:**

1. The request to review order LTB-L-070091-24 issued on January 5, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 26, 2026 is cancelled. The stay of order LTB-L-070091-24 is lifted.

**April 27, 2026**  
**Date Issued**

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Lisa Del Vecchio  
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.