



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

Citation: Yang v Lawal, 2026 ONLTB 35909

Date: 2026-05-01

File Number: LTB-L-000490-26-RV

In the matter of: main floor, 62 PACKARD BLVD
SCARBOROUGH ON M1P4K5

Between: Dongmei Yang Landlord
Yunfang Xu

And

Tirimisiyu, Olalekan Lawal Tenant

Review Order

Dongmei Yang and Yunfang Xu (the 'Landlord') applied for an order to terminate the tenancy and evict Tirimisiyu, Olalekan Lawal (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-000490-26, issued on April 28, 2026.

On April 30, 2026, the Tenant requested a review of the order.

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

Reasons:

1. The Tenant owed rent arrears of \$4,230.00. The Landlord applied to terminate the tenancy because of the arrears. At the hearing, the Tenant asked that the tenancy continue on the condition that he pay his monthly rent going forward, and repay the arrears at a rate of \$500.00 monthly.
2. The Member issued her decision on April 28, 2026. In her written Reasons, she stated that, at the hearing, she had given an oral decision that the payment plan would be allowed. However, after further consideration, she had decided not to allow the payment plan because she was not satisfied that the Tenant would be able to make the payments. She ordered that the tenancy would be terminated unless the Tenant paid the full arrears by May 9, 2026.
3. The Tenant requests a review on three grounds. First, he argues that the Member erred by issuing a final decision that was different from her oral decision. Second, he argues

that he was denied the opportunity to provide further evidence of his ability to pay. Third, he argues that the order does not account for a payment he made after the hearing.

4. For the following reasons, 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. The review will be denied.

Changed decision

5. I am not satisfied that it was an error for the Member to issue a final decision that was different from an oral decision she gave at the hearing. Section 17(1) of the *Statutory Powers Procedures Act* provides that “a tribunal shall give its final decision and order... in writing.” The Member’s oral decision was not a final decision, and it was not an error for her to change her mind prior to issuing her final decision in writing.
6. I agree that it would have been preferable for the Member to reserve her decision rather than giving an oral decision which she ultimately changed. However, it was not an error to proceed as she did.

Opportunity to submit evidence

Procedural history

7. I have listened to the hearing recording. At the outset, the Tenant indicated that he had uploaded documentary evidence that he intended to adduce in the proceeding, seven days before the hearing, as required by the Rules. However, he had not disclosed the evidence to the Landlords in advance of the hearing, which is also required by the Rules. The Member held the documents to be inadmissible.
8. The Tenant then testified that he would pay his rent of \$846.00, plus \$500.00 towards his arrears, each month. He testified that he did not have a job, but that his family would assist him in making the payments. The Member gave an oral decision finding that the Tenant’s testimony was credible, and that she would allow the payment plan.
9. The Tenant then clarified that he actually meant that he would pay \$500.00 monthly towards his arrears, but would not pay his monthly rent. He said that he could not afford to pay \$1,346.00 monthly. The Member then gave an oral decision that she would deny the payment plan.
10. An unfortunate back-and-forth then ensued. The Tenant repeatedly said that he would pay \$1,346.00, then said that he could not pay \$1,346.00. Each time he said he would pay, the Member said she would allow the payment plan. Each time he said he could not pay, she said she would deny the payment plan.
11. When saying that he would pay, the Tenant also offered to obtain documentary evidence supporting his testimony that his family would support him. He offered to upload the evidence. The Member did not allow him to do so.

12. Ultimately, the hearing ended with the Tenant saying that he could and would pay \$1,346.00. The Member gave an oral decision that she would allow the payment plan.
13. In her written Reasons, the Member reconsidered her decision and found that, on the evidence, she was not satisfied that the Tenant could make the payments. She considered that the Tenant had “wavered” regarding his ability to pay, and that he had not provided any supporting evidence to substantiate his testimony.
14. The Tenant argues that, because of the way the hearing was conducted, he was denied the opportunity to provide supporting evidence.

Analysis

15. The way the hearing was conducted was unfortunate. The Member should have heard from both parties and then made a decision. Instead, she repeatedly made a decision, then allowed the Tenant to argue with the decision, then changed the decision.
16. However, I am not satisfied that the hearing was unfair to the Tenant. The Tenant was given numerous opportunities to demonstrate that he could pay \$1,346.00 monthly. It is clear from his statements at the hearing that he could not in fact pay \$1,346.00. He repeatedly stated that he could not afford that amount. When confronted with the prospect of eviction, he said that if he was ordered to pay \$1,346.00 he would “have no choice” but to pay, but did not say that he would actually be able to pay.
17. The Tenant was not denied the opportunity to provide supporting evidence. He uploaded his evidence seven days before the hearing. His evidence did not include documents supporting his ability to pay \$1,346.00 monthly. Partway through the hearing, when it became clear that his oral testimony was not credible, he asked for the opportunity to obtain and upload supporting documents. The Member correctly found that it was too late for the Tenant to disclose new evidence. The Tenant was responsible for preparing for the hearing by obtaining, uploading, and disclosing the evidence he intended to adduce.

Payment after hearing

18. The Tenant also argues that, after the hearing, he made a payment to the Landlord. He argues that the Member should have taken that payment into account in deciding whether he was likely to comply with a payment plan, and also in calculating the total amount owing.
19. There is no merit to those arguments. The Member decided the case on the evidence before her. If the Tenant wished to demonstrate his good faith by making payments towards his arrears, he should have done so before the hearing.
20. The Member made a finding as to the amount of arrears owing as of the hearing date. The parties should apply any payments the Tenant subsequently made towards that total.

Result

21. For the above reasons, I am not satisfied that there is a serious error in the Member's decision or that a serious error occurred in the proceeding. I am not persuaded that the Tenant was unfairly denied an opportunity to provide supporting documents to bolster his testimony. The review will be denied.

It is ordered that:

1. The request to review order LTB-L-000490-26, issued on April 28, 2026, is denied. The order is confirmed and remains unchanged.

May 1, 2026
Date Issued

Dale Whitmore
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.