



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

Citation: Qiao v Liu, 2026 ONLTB 33221

Date: 2026-05-05

File Number: LTB-L-025264-25-RV

In the matter of: 605, 5220 Yonge Street
Toronto Ontario M2N5P6

Between: Rongze Qiao Landlord

And

Wenjun Liu Tenants
Ximin Luo

And

Su Zhang Subtenants
Purui Wang

Review Order

Rongze Qiao (the 'Landlord') applied for an order to evict Su Zhang and Purui Wang (the 'Subtenants') because the subtenancy ended and the Subtenants continue to occupy the rental unit.

This application was resolved by order LTB-L-025264-25 issued on March 3, 2026.

On March 12, 2026, the Subtenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 13, 2026, interim order LTB-L-025264-25-RV-IN was issued, staying the order issued on March 3, 2026.

This application was heard by videoconference on April 22, 2026. The Landlord's Representative, Xiangyu Lou, and the Subtenants attended the hearing. Chad Kopach, Counsel for the Receiver of the tenanted property (the 'Fuller Landau' Group Inc.), and Julie Li, who attended for the purpose of interpreting for the Tenants, also attended the hearing.

Determinations:

1. The Subtenants filed a request to review Board Order LTB-L-025264-25 issued March 3, 2026, because of new evidence, which they believe is material to the Member's decision

found in order LTB-L-025264-25 issued on March 3, 2026. This evidence was not available at the time of the hearing which was heard on December 23, 2025.

Background

2. On March 21, 2025, the Landlord filed an A2 application alleging that the Subtenants had failed to move out after the subtenancy ended on August 22, 2025.
3. The Tenants, Wenjun Liu and Ximin Luo, had subleased the rental unit to the Subtenants. The Landlord was aware of the transfer of occupancy to the Subtenants. The lease between the parties submitted into evidence shows that the Landlord, Tenants, and Subtenants all signed the lease, and that the fixed term lease was to end on August 22, 2025.
4. The hearing took place on December 23, 2025. The matter was resolved by Order LTB-L025264-25 issued March 3, 2026. The presiding Member determined that the Subtenants had failed to vacate the rental unit despite the parties' agreement that the subtenancy was to end on August 22, 2025, and terminated the subtenancy effective March 14, 2026.
5. After the hearing, but before the presiding Member issued her order, the Subtenants received correspondence which explained that the builder corporation, G Group 5220 Yonge Ltd. ('G Group') was in receivership, and attached a copy of the Ontario Superior Court of Justice motion record dated February 26, 2026 (File #CV-25-00754026-00CL).
6. The February 24, 2024, correspondence states that Fuller Landau is the Construction Lien Trustee of G Group. It goes on to say that the Landlord had failed to close the sale for the rental unit ('Unit 605') and that G Group was still the registered owner. The reason that the property had not closed was because the Landlord, Rongze Qiao, without the written consent of G Group, had transferred occupancy of Unit 605 to someone other than a member of the Landlord's family. This was a breach of the terms of the agreement of purchase and sale executed between the parties.
7. Paragraph 77 of the motion record before the Superior Court states:

"The Receiver understands that all of the Pre-Receiver'ship Residential APS Units and the Pre-Receiver'ship Breached Residential APSs are currently occupied, and the occupants (the "**Occupants**") are not the purchasers under the APSs....Pursuant to paragraph 5 (a) of each of the Pre-Receiver'ship Residential APSs and Pre-Receiver'ship Breached Residential APSs, "only the purchasers or members of the purchaser's immediate family shall have the right to occupy the unit, for residential purposes only..." (the "**APS Occupancy Restriction**")."
8. The correspondence also states:

"Finally, on a related note, it is the Receiver's intention to provide a final opportunity to the Purchaser to close on the Unit 605 APS [agreement of purchase and sale], with minor amendments to reflect the sale by the Receiver. If the Purchaser closes the Unit 605, then the occupancy of Unit 605 would continue to remain an issue between you and the Purchaser."

However, if the Purchaser refuses to close the Unit 605 APS, then subject to the Receiver's receipt and review of the Occupancy Details, the Receiver expects to have to move for, among other things, an Order for vacant possession of Unit 605 (the "**Vacant Possession Motion**").

The Subtenants' Review Request

9. The Subtenants argue that because the Landlord never closed the sale on Unit 605, they are challenging the Landlord's authority to have brought the A2 application. The Subtenants suggest that this resulted in a serious error in the March 3, 2026, order of the Board because it was "was made on an incomplete or inaccurate factual basis". Thus, this is not a "simple case" of the application of s.101 of the *Residential Tenancies Act* ('the Act'), because the Landlord did not own the rental unit which was subsequently rented to the Tenants.
10. For the following reasons, I do not find that the receivership of G Group, or the Landlord's failure to close the sale for Unit 605, resulted in a serious error in the March 3, 2026, order.
11. The Legal Representative for Fuller Landau Group attended the hearing. He advised the Board that the receivership status of G Group does not affect the ability of the Landlord to close the agreement of purchase and sale. Fuller Landau "stands in" for the G Group. Simply put, there is no material difference whether G Group owns the building, or whether through receivership, Fuller Landau now controls G Groups assets which include the residential complex in which the rental unit is situated.
12. The Board's Interpretation Guideline #3, while not binding on me, states: "The review will be dismissed unless the LTB is satisfied the new evidence could not have been produced at the original hearing, is material to the issues in dispute and its consideration could change the result."¹ New evidence must be material to the findings, and not just a change to a party's circumstances or inconsequential events.²
13. While I agree that this evidence was not available at the last hearing, I am not persuaded that this evidence resulted in a serious error of the Board's order because this evidence is not material to the presiding Member's findings. In my view, neither the fact that the builder corporation, G Group, is in receivership, nor the fact that the Landlord failed to close on the property makes any material difference to the terms of the subtenancy, or the findings at the hearing. The evidence is that the Fuller Group is now standing in as the building's owner.
14. I do not agree that the because the sale of Unit 605 did not close, that this resulted in a serious error in the Board's order. The Landlord is still under contract to purchase Unit 605 and Fuller Group expressed their intention to close the sale with the Landlord.

¹ *First Homes Society v Henry*, [2002] O.J. No. 1754, (Div Ct.)

² *Palmer v. The Queen*, [1979 CanLII 8 \(SCC\)](#)

16. Although the Landlord was not permitted under their agreement of purchase and sale to transfer occupancy to anyone except members of their family, their breach does not then transfer responsibility of the subtenancy to G Group. Rather, it puts the Landlord in breach of their obligations under their agreement of purchase and sale.
17. Section 2(1) of the *Residential Tenancies Act* ("the Act"), in providing a definition of "landlord", states (in-part) that: "landlord includes...any other person who permits occupancy of a rental unit...". Importantly, the definition does not require that the individual be the lawful owner or registered title holder of the rental property. What this means is that the Landlord was permitted to bring the A2 application because they are the individual who permitted the occupation of the rental unit.
18. The Subtenants also made submissions that the individuals they contracted with were not the lawful Landlord. Rather, they contracted with the Tenants. Thus, the order contains a substantial error. However, the Subtenants advised they had raised this at the last hearing. A review is not an opportunity to reargue a fact that has been finally determined.
19. Further, s. 96(4) of the Act, states:
 - (4) If a tenant has sublet a rental unit to another person,
 - (a) the tenant remains entitled to the benefits, and is liable to the landlord for the breaches, of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and
 - (b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches, of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.
20. What this means is that where there is a sublet, the tenants who sublet the rental unit effectively become the landlord to the subtenants. The presiding Member correctly found that an overholding subtenant, which was the case before her, could not overhold pursuant to s.104(5) of the Act, which says: "A subtenant has no right to occupy the rental unit after the end of the subtenancy."
21. Further, I am not persuaded that because the receivership is still, in-part, before the Superior Court, that this would necessitate the Board declining to make an order. The Subtenants contracted with the Tenants, and pursuant to s.104(5) of the Act, they have no lawful right to overhold past the end of the subtenancy.
22. On the basis of the submissions, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.
23. The Subtenants seek, in the alternative, additional time to terminate their tenancy because they say they have a young child in kindergarten and despite their best efforts, they have not been able to find a suitable rental unit which would allow her to finish her school year. Their child finishes school near to the end of June.

25. The Landlord argues that the Subtenants knew that their subtenancy was to terminate on August 22, 2025, and continue to overhold in the rental unit. Further, the Landlord has not been provided with daily compensation. The Subtenants say they have been paying monthly rent; however, these funds continue to be paid to the Tenants rather than the Landlord.
26. In *Price v. Turnbull's Grove Inc.* (2007), [2007 ONCA 408 \(CanLII\)](#), 85 O.R. (3d) 641 (C.A.), the Court of Appeal for Ontario summarized a line of previous case law involving residential tenancies, and reaffirmed at paragraph 26 of its order that the Act is remedial legislation with “a tenant protection focus”; and that the Act must receive “such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit”.
27. When I weigh the prejudice to both parties, I am persuaded that ordering that the stay be lifted on June 30, 2026, which would allow the Subtenants’ child to complete her education before being faced with a move, is appropriate in the circumstances. Although there is no argument that this matter has been delayed, overall, I find the prejudice to the Subtenants is significantly greater than to that of the Landlord, who will still be given an opportunity to close their sale of the property by the receiver. The Subtenants, however, have found themselves in a difficult position, and have hurdles to finding a rental property including Canadian work history and language barriers.

It is ordered that:

1. The request to review order LTB-L-025264-25 issued on March 3, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 13, 2026, is cancelled. The stay of order LTB-L-025264-25 is lifted June 30, 2026.

May 5, 2026
Date Issued

Jane Dean
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.