



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

Citation: 1000025240 Ontario Inc. v Rowe, 2026 ONLTB 36397

Date: 2026-05-05

File Number: LTB-L-084142-24-RV

In the matter of: 4, 5 MACLACHLAN ST
SUDBURY ON P3C3V5

Between: 1000025240 Ontario Inc.
Jonathan Gbedemah

Landlords

And

Crystal Rowe
Troy Rowe

Former
Tenants

Review Order

1000025240 Ontario Inc. and Jonathan Gbedemah (JG) (the 'Landlords') applied for an order requiring Crystal Rowe and Troy Rowe (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe.

The Landlords also applied for an order requiring the Former Tenants to pay the Landlords' reasonable out-of-pocket costs that the Landlords incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was resolved by order LTB-L-084142-24 issued on October 27, 2025.

On November 20, 2025, the Landlords requested a review of the order.

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

Determinations:

1. The order under review finds that the Landlords locked the Former Tenants out of the unit on October 15, 2024 and determines that the Landlords are not entitled to rent or compensation from that date because the Landlords unilaterally terminated the tenancy.
2. The Landlords disagree with the finding that the Landlords changed the locks on October 15, 2024. The Landlords submit that this finding was made on the basis of misleading information provided by the Former Tenants, who testified that they were locked out on

October 15, 2024. Essentially the Landlords submit that the Member erred by giving too much weight to the Former Tenants' testimony.

3. The Landlords submit that the statement in the order that the Landlord JG, who attended the hearing, acknowledged that he did change the locks around October 15 is incorrect because JG did not actually know whether the lock had changed because the co-Landlord was responsible for changing the lock. Paragraph 9 of the order states that JG acknowledged that he changed the locks around October 15 but was unsure of the date. The hearing recording supports that this statement was made and so I am not satisfied that the Member misapprehended JG's evidence on this point. The Landlords also submit that there is evidence to demonstrate that the Former Tenants had abandoned the unit. The evidence to which the Landlords now refer in the review request was not presented at the hearing. A review is not an opportunity to give evidence that should have been given at the hearing.
4. Given the above, I am not satisfied that the Member gave too much weight to the Former Tenants' evidence that they were locked out of the unit on October 15, 2024. The Former Tenants' testimony was direct evidence about this issue and was not contradicted by any evidence presented by the Landlords at the hearing.
5. The Landlords submit that the Member made a serious error in law by determining that the Landlords' conduct unilaterally terminated the tenancy. The *Residential Tenancies Act, 2006* (the 'Act') does not provide that a landlord may unilaterally terminate a tenancy by changing the locks without engaging in any of the eviction processes in the Act.
6. The Member did err by stating that the Landlords' conduct unilaterally terminated the tenancy. However, this is a minor error not a serious error. The Landlords' conduct in changing the locks on October 15, 2024 could be reasonably viewed as accepting the Former Tenants' offer to terminate the tenancy early. Pursuant to subs. 37(3) of the Act a tenancy may be terminated by agreement. It would be reasonable to conclude that the Landlords' conduct crystalized an agreement by the parties to terminate the tenancy. While the Member's use of the word "unilaterally" is incorrect, it was reasonable for the Member to determine that the effect of the Landlords' conduct was that the tenancy was terminated on October 15, 2024.
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.

It is ordered that:

1. The request to review order LTB-L-084142-24 issued on October 27, 2025 is denied. The order is confirmed and remains unchanged.

May 5, 2026
Date Issued

Renée Lang
Vice Chair, 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.