



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

Citation: 1043809 Ontario Ltd v Kwak, 2026 ONLTB 38115

Date: 2026-05-11

File Number: LTB-L-027954-26-RV

In the matter of: Upper, 1894 WESTON RD
YORK ON M9N1W1

Between: 1043809 Ontario Ltd Landlord

And

Edward Kwak Tenant

Review Order

1043809 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Edward Kwak (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- 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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

1043809 Ontario Ltd (the 'Landlord') also applied for an order requiring Edward Kwak (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-027954-26 issued on April 28, 2026 at which only the Landlord's Agent, George Dumitru, attended.

On May 8, 2026, the Tenant requested a review of the order.

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

Determinations:

1. The Tenant requests to review the order on the basis that they were not able to reasonably participate in the proceeding and on the basis that there was a serious error in the order.
2. LTB Rule 26.8(e) specifies that the requesting party must provide sufficient information to support a preliminary finding of a serious error or an explanation why the requestor was not reasonably able to participate in the hearing. I find that the Tenant has not done so for the reasons below.
3. The review request does not state that the Tenant was unaware of the hearing, or list any reason they were prevented from attending the hearing. It merely states that the Tenant did not participate and so the Board did not have their evidence to consider, and submits they were unable to reasonably participate in the hearing on that basis. This is insufficient to meet the standard articulated in LTB Rule 26.8(e) and I find the Tenant has not provided sufficient evidence to support a preliminary finding they were not reasonably able to participate in the hearing.
4. In relation to claims that the order contains a serious error, the Tenant submits:
 - a. It was unfair to grant eviction when the Board did not have the Tenant's evidence to consider;
 - b. The Board found there was insufficient evidence to support certain allegations in the application, but still found a sufficient basis to terminate the tenancy on a basis the Tenant does not believe meets the standard required to do so. Specifically, the Tenant asserts that the finding that they caused wilful damage to the rental unit by the police forcibly entering the rental unit does not meet the threshold required to terminate the tenancy pursuant to an N7 notice of termination; and
 - c. There was a difference in the address descriptor in the notice of termination and order, specifically the Tenant states the N7 notice of termination lists the unit as "B" and the order lists the unit as "Upper".
5. It is not a serious error for the Board to make determinations on the basis of the evidence of the parties in attendance at a hearing, including on an uncontested basis where one party does not attend. As addressed above, the Tenant has not demonstrated they were unable to reasonably participate in the hearing and should have attended the hearing if they wished to have their evidence considered.
6. The Member at paragraphs 4 and 5 of the order provides clear and cogent reasons for their determination that the Tenant's wilful conduct in barricading themselves in the rental unit upon the police attending, causing police to be required to damage the door in order to forcibly enter the rental unit, constitutes wilful damage on the part of the Tenant. This interpretation of the *Residential Tenancies Act*, 2006 (the "Act") as applied to these facts is reasonable.

7. The order sets out a reasonable basis for the determinations made. As stated in Guideline 8 of the Board's Interpretation Guidelines, the Member's findings of fact are entitled to considerable deference and 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 or unreasonable.
8. Further, I note that the order at paragraph 8 finds the Tenant caused wilful damage to the rental unit by screwing the bedroom door shut to confine another individual. This separately would ground a sufficient basis to terminate the tenancy pursuant to an N7 notice of termination even if I were to find the Member's interpretation the Tenant complains of to be unreasonable. For both reasons above, I find it was not a serious error for the Member to find a sufficient basis to terminate the tenancy pursuant to the N7 notice of termination based on the determinations made in the order.
9. The Tenant complains that the N7 notice of termination reflects the rental unit as "B" where the order identifies the rental unit with the descriptor "Upper". They provide a copy of an N7 notice of termination signed on February 26, 2026 that does provide this description of "B" in the address. However, the N7 notice of termination on the Board's file lists "Upper unit – 1894 Weston Rd. York ON M9N 1W1" and is signed on February 28, 2026. This is the notice of termination that grounded termination of the tenancy pursuant to the Board's order.
10. While the order does not contain the word "unit", it is clear these are referring to the same address. I find that it was not a serious error for the Member to rely on the N7 notice of termination as it appears on the Board's file to ground a termination of the tenancy. If there was any further issue the Tenant wished to raise pursuant to the notice of termination provided with their request to review or otherwise to challenge the N7 notice of termination in the Board's file, they had an opportunity to attend the hearing and do so.
11. 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 the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-027954-26 issued on April 28, 2026 is denied. The order is confirmed and remains unchanged.

May 11, 2026
Date Issued

Benjamin Seigel
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.