



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

File Number: LTB-L-097055-25-RV2

In the matter of: 35 BEARWOOD DR
ETOBICOKE ON M9A4G5

Between: Xuesong Zhang Landlord

And

Owners Management Group Inc. Tenant

Review Order

Xuesong Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Owners Management Group Inc. (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was resolved by order LTB-L-097055-25 issued on January 21, 2026.

On January 23, 2026, the Tenant 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-097055-25-RV-IN was issued, staying the order issued on January 21, 2026.

On February 25, 2026 review order LTB-L-097055-25-RV was issued granting the Tenant's request for review and dismissing the application.

On March 20, 2026, the Landlord requested a review of the order.

On March 26, 2026 interim order LTB-L-097055-25-RV2-IN was issued, directing the request to a hearing.

This request was heard by videoconference on May 11, 2026.

Only the Landlord's Legal Representative, A. Chan, and the Landlord, attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:30 p.m.

Determinations:

Request for Review

1. In this request, the Landlord alleged that the order contains serious errors or that a serious error occurred in the proceeding. The Landlord also alleged that the order contains unreasonable findings of fact/law and/or that the Member's reasons were inadequate.
2. At the review hearing, the Landlord's Legal Representative submitted that the Member failed to inquire and/or review specific supporting material of an agreement made between the Landlord and the Tenant after the tenancy agreement was entered into to change the rental period from the 15th day of each month to the 1st day of each month. He submitted that the rental period was a material issue in which the Member relied upon to determine that the N8 notice of termination was defective which led to the dismissal of the application.
3. He also submitted that the Member relied solely on the parties' written tenancy agreement and did not consider the Landlord's evidence submitted at the hearing with respect to the Tenant's payment of half a month's rent on February 15, 2026 or allow the Tenant to provide any testimony in support of this subsequent agreement.
4. He further submitted that due to the above submissions and that the Tenant did not provide any testimony nor was he able to cross-examine the Tenant at the prior hearing, the Member's findings are paragraph 12 in order, LTB-L-097055-25-RV, issued on February 25, 2026 are unreasonable as it states the following:

"The Landlord's Legal Representative submitted that after the Tenant moved into the rental unit the parties agreed that rent would be due on the first day of each month beginning in March 2023. I find that the arrangement about the day rent is paid does not alter the rental period. Based on the written tenancy agreement and the consistent evidence of the parties about when the tenancy began, I find that the rental period runs from the fifteenth day of each month to the fourteenth day of the next month. There was no persuasive evidence of an agreement to change the rental period. The Tenant denied that any such agreement existed."

Law and Analysis

5. I have listened to the hearing recording in its entirety.
6. For the following reasons, I was satisfied that the order contains serious errors or that a serious error occurred in the proceedings.
7. As per Guideline 8 of the *Landlord and Tenant Board's Interpretation Guidelines*, the LTB will only exercise its discretion to review an order where the order contains a serious error or a party was not reasonably able to participate in the proceeding. A serious error includes:

An unreasonable finding of fact on a material issue which would potentially change the result of the order;

8. The Landlord's evidence at the hearing was that after the parties' signed the written tenancy agreement (Lease) they agreed to change the rent due date from the 15th of each month to the 1st day of each month. In support of this, the Landlord attempted to present evidence of the Tenant's payment of one half month's rent on February 15, 2023 and the Tenant's payment of the full rent on March 1, 2023. At 1:52:37 in the hearing recording, the Landlord's Legal Representative refers the Member to their supporting evidence by provided the Evidence I.D. number 7086325.
9. At 1:55:23 in the hearing recording, the Landlord's Legal Representative asserts that these payments support the Landlord's position that the parties agreed to change the rental period. The Member then asked for documents such as an amendment to the Lease and remarks without an amendment it is irrelevant if the Tenant subsequently agreed to pay on the 1st day of each month.
10. At 1:58:38 in the hearing recording, the Member asks the Tenant, "after you signed Lease, did you sign any other document," and she responds "no, we didn't sign." This is the only testimony provided by the Tenant regarding the merits of the application other than confirming the start date of the tenancy.
11. In making a decision, an administrative decision-maker must "... take the evidentiary record and the factual matrix that bears on its decision into account, and its decision must be reasonable in light of them ... The reasonableness of a decision may be jeopardized where the decision maker has fundamentally misapprehended or failed to account for the evidence before it". In other words, the LTB's conclusions must be based on the evidence before it: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, [2019 SCC 65 \(CanLII\)](#), para [126](#) ['Vavilov'].
12. The LTB's reasons must "... meaningfully account for the central issues and concerns raised by the parties. The principle that the individual or individuals affected by a decision should have the opportunity to present their case full and fairly underlies the duty of procedural fairness and is rooted in the right to be heard ... The concept of responsive reasons is inherently bound up with this principle, because reasons are the primary mechanism by which decision makers demonstrate that they have actually *listened* to the parties" (emphasis in original), *Vavilov*, para [127](#).
13. The extent of the Member's reasons with respect to the finding on there not being an agreement between the parties to change the rental period are contained in paragraph 12 of the order, as stated above (paragraph 4). In that paragraph the Member found that "the arrangement about the day rent is paid does not alter the rental period." However, this finding is not supported with any law or reasons and therefore, I was satisfied that this finding was inadequate and unreasonable.
14. Additionally, in that same paragraph the Member found that "there was no persuasive evidence of an agreement to change the rental period" but fails to address why the Landlord's evidence of the Tenant's history of payments were not persuasive. Therefore, I was satisfied that this finding was unreasonable.
15. As well, after listening to the recording, it was apparent that the Tenant did not provide any direct evidence with respect to any agreement to change the rental period other than answering one question which was directed at them by the Member specifically relating to

whether or not they sign another document other than the Lease. An agreement may be oral, implied or in writing. Therefore, the Member's finding that "the Tenant denied that any such agreement existed" was unreasonable as the Tenant's testimony only related to a written document.

16. Consequently, the Landlord's request for review is granted. The application was immediately reheard.

L2 application

17. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and Tenant is terminated, the Tenant must move out of the rental unit on or before May 31, 2026.
18. The Tenant was in possession of the rental unit on the date the application was filed.
19. On November 17, 2025, the Landlord gave the Tenant a Notice to End Your Tenancy at the End of Term (N8 Notice) pursuant to section 58 of the *Residential Tenancies Act, 2006* (the 'Act'). The N8 Notice contains the following allegations:
- You have persistently paid your rent late.
 - Rent in accordance with Lease Agreement to be due on the 15th of each month. However, on February 16, 2023, the Tenant and the Landlord, by way of paying half of the month on February 16, 2023, agreed to have the rent to be due at 1st of each month from March 2023, which the rental period would be 1st of each month to the end (30th/31st/(28th/29th of February)) of each month. See schedule for the payment schedule.
 - The attached payment schedule was for the period of November 1, 2024 to November 1, 2025, and identified eleven of those thirteen months wherein the rent was paid late after the 1st day of the month.
20. The Landlord stated that the parties initial tenancy agreement provided that the rent was due on or before the 15th day of each month with the tenancy commencing on January 15, 2023. However, he stated that in February 2023 the Tenant requested to pay the rent on the 1st day of each month and they agreed to this change. He also stated that the Tenant then paid half only a month's rent of \$2,400.00 on February 15, 2026 (DOC-7106806pg3) to cover the last half of that month and then as of March 1, 2023 and on the first day thereafter, the Tenant would pay the full monthly rent of \$4,800.00.
21. The Landlord further stated that the Tenant has failed to pay the rent on time starting in January 2025 to this current month, May 2026, remaining unpaid as of today's date. He stated that there were a number of payments that were returned as N.S.F. (DOC-7329440pg31-35) and then replaced later, and there were times when the Tenant dropped off the cheque after the 1st day of the month. He also submitted that he communicated with the Tenant regularly to have the rent paid on time and relied on a number of text messages sent to the Tenant throughout 2025 and 2026 (DOC-7106806pg9 & DOC-7329440pg3&19).

22. Based on the evidence before me, I was satisfied that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late every month since January 1, 2025 except September 2025.
23. The Tenant was required to pay the Landlord \$1,735.91 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to May 11, 2026.
24. Based on the monthly rent, the daily compensation is \$157.81. This amount is calculated as follows: \$4,800.00 x 12, divided by 365 days.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
26. The Landlord collected a rent deposit of \$4,800.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$373.11 is owing to the Tenant for the period from January 15, 2023 to May 11, 2026.
27. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief From Eviction

28. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-097055-25-RV issued on January 21, 2026 is granted. The order is cancelled and replaced by the following.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
3. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 1, 2026.
5. The Tenant shall pay to the Landlord \$1,735.91, which represents compensation for the use of the unit from May 1, 2026 to May 11, 2026, less any payments made by the Tenant after May 11, 2026.
6. The Tenant shall also pay the Landlord compensation of \$157.81 per day for the use of the unit starting May 12, 2026 until the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

8. The Landlord owes \$5,173.11 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
9. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$3,251.20.
10. However, the Landlord is authorized to deduct from amount owing to the Tenant \$157.81 per day for compensation for the use of the unit starting May 12, 2026 to the date the Tenant moves out of the unit.
11. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 20, 2026
Date Issued

Lisa Del Vecchio
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.