



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

Citation: Shi v Hu, 2026 ONLTB 38654

Date: 2026-05-13

File Number: LTB-L-010880-26-RV

In the matter of: UNIT 2001, 66 FOREST MANOR RD
NORTH YORK ON M2J0B7

Between:	Liangliang Shi	Landlord
And		
	Shuifen Hu Shijun Xiong	Tenant

Review Order

Liangliang Shi (the 'Landlord') applied for an order requiring Shuifen Hu and Shijun Xiong (the 'Tenant') to pay the rent that the Tenant owes.

This application was resolved by order LTB-L-010880-26 issued on May 8, 2026.

On May 11, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The Tenant submits the order contains a serious error or there was a serious error in the proceedings as:
 - a. The Tenant states the Member failed to consider the Landlord refunding a key deposit to the Tenant on February 27, 2026 as an agreement that the tenancy terminated on that date;
 - b. The order does not address evidence relating to the Landlord refusing to sign an N11 Agreement to End the Tenancy and instead asking the Tenant to sign a different form of agreement;
 - c. The Landlord introduced a lease agreement on the date of the hearing without notice to the Tenant; and

- d. The rent owing is incorrectly calculated as the Tenant states the tenancy terminated on February 27, 2026.
2. The order sets out detailed reasons for the determinations made by the Member and establishes a reasonable basis for those determinations, including the determination that the Tenant is responsible for the rent until March 12, 2026. Reasonable determinations will not be interfered with on review.
3. While the Tenant may disagree with the conclusions of the Member, this does not constitute a serious error. That the Member did not interpret the Landlord returning a key deposit to the Tenant upon the Tenant returning keys as an agreement to terminate the obligations of the Tenant under the lease does not constitute a serious error in the order.
4. Similarly, a Landlord was not obligated to sign any agreement to terminate the tenancy. Given the Tenant does not allege that the parties' signed any agreement to terminate the tenancy, it is therefore not a serious error for the Member to not address the issue of the form of agreements proposed by the parties in the order, as it does not affect the outcome of the application.
5. The Tenant does not submit in their request to review that the lease agreement presented on the date of the hearing was false, or did not reflect the agreement between the parties. The request also does not submit that the Landlord and Tenant did not enter into a fixed term tenancy agreement that ended on July 31, 2026. The recording reflects the Tenant in fact acknowledges that the term of the lease signed was August 1, 2025 to July 31, 2026.
6. I am therefore not satisfied that there was any serious error in the proceedings in permitting this document into evidence despite the lack of advanced notice, or that not permitting the lease into evidence would have changed the outcome of the proceedings.
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-010880-26 issued on May 8, 2026 is denied. The order is confirmed and remains unchanged.

May 13, 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.