



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

Citation: Baytree Property Management Inc. v Uehara Chinen, 2026 ONLTB 28476

Date: 2026-05-15

File Number: LTB-L-076153-24-RV

In the matter of: 2901, 2221 YONGE ST
TORONTO ON M4S0B8

Between:	Baytree Property Management Inc.	Landlord
And		
	Tania Megumi Uehara Chinen	Tenant

Review Order

Baytree Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tania Megumi Uehara Chinen (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

Baytree Property Management Inc. (the 'Landlord') also applied for an order requiring Tania Megumi Uehara Chinen (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-076153-24 issued on April 14, 2026.

On May 13, 2026, the Landlord 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 Landlord alleges that the order contains serious errors. More specifically, the Landlord alleges that it was an error to dismiss the Landlord's application because the Tenant admitted to causing damage to the garage door.

2. I am not persuaded that the alleged error constitutes a serious error because the Landlord's application was dismissed in the alternative for failure to prove the amount claimed (see paragraph nine of the order). This means that the Landlord's application would have been dismissed even if the alleged error had not occurred. The Landlord's request to review does not identify any alleged errors with respect to this alternative reason for dismissing the Landlord's application. As a result, I am not persuaded that the order contains a serious error.
3. I should also note that while the correspondence between the parties does suggest that the Tenant admitted to causing some damage to the garage door, it is clear that the Tenant did not make any admission to the amount claimed by the Landlord and that they specifically disputed the amount claimed (see email dated September 3, 2024 at 9:43 AM on pages 44 and 45 of DOC-6701682).
4. As a result, 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 or that the Landlord not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-076153-24 issued on April 14, 2026 is denied. The order is confirmed and remains unchanged.

May 15, 2026
Date Issued

Richard Ferriss
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.