



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

Citation: Christoforidis v 13574652 Canada Inc, 2026 ONLTB 38512

Date: 2026-05-15

File Number: LTB-L-101921-25-RV

In the matter of: Bedroom 1, 82 Ellington Dr
Scarborough Ontario M1R3Y1

Between: Nick Christoforidis Landlord

And

13574652 Canada Inc Tenant

And

Ephrain Ayemere Unauthorized
Occupant

Review Order

Nick Christoforidis (the 'Landlord') applied for an order to terminate the tenancy of 13574652 Canada Inc (the 'Tenant') and evict Ephrain Ayemere (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the unauthorized Occupant for the use of the rental unit.

Nick Christoforidis (the 'Landlord') applied for an order to evict (the 'Subtenant') because the subtenancy ended and the Subtenant continue's to occupy the rental unit.

This application was resolved by order LTB-L-101921-25 issued on May 4, 2026. A hearing was held on April 23, 2026 where the Landlord, the Landlord's representative and the Unauthorized Occupant were in attendance. The Tenant did not attend the hearing.

On May 4, 2026, the Unauthorized Occupant requested a review of the order.

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

Determinations:

1. In the review request the Unauthorized Occupant, Ephrain Ayemere (EA) claims the order contains serious errors related to the Tenant's attendance and the overall outcome of the order.

2. I note, on May 19, 2026, the presiding Member amended the application to correct a clerical error, clarifying that the Tenant did not attend the hearing.
3. 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.

Did EA request an adjournment?

4. In the review request, EA writes in part:

The alleged Unauthorized Occupant was not represented and was not aware that he could have adjourn the hearing based on that premise alone.

5. To clarify, EA did not request to adjourn the hearing. Rather he asserts that he would have requested an adjournment to secure legal counsel.
6. It cannot be said that the order contains a serious error on a matter that was not addressed at the hearing. It seems to me that EA decided an adjournment would have been appropriate after the hearing took place. Having never raised the request at the hearing, it cannot be said that there was an error in procedure nor the order.
7. Additionally, the Board's Interpretation Guideline 1 states the following regarding requests to adjourn for the purpose of obtaining legal representation:

Section 10 of the Statutory Powers Procedure Act states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

A short adjournment may be allowed where a representative has been retained but is unavailable on the date set for the hearing, or where the party can demonstrate that they have made reasonable efforts to retain a lawyer or paralegal before the hearing but have not yet been able to do so.

[emphasis added]

8. With respect to the non-attendance of the Tenant, the Board was not required to adjourn the hearing in the absence of the Tenant. I note, the review request is submitted by EA and not the Tenant.
9. Given the above, I find there is no serious error in procedure nor the order with respect to EA's claims related to an adjournment.

The Outcome

10. The balance of the review request seeks to challenge the outcome of the order. EA believes the Board should not have accepted the Landlord's application and the Member should have found that he is a Tenant as per the Act.
11. Essentially, EA believes the Member should have preferred his evidence over the Landlord's. He states that the Member erred in assess the "sub-lease" agreement, the fact that EA paid rent for October 2025 and the finding that he is not a lawful Tenant.
12. The order clearly sets out the evidence and submissions of the parties. Paragraphs 10-14 is the Member's assessment of the evidence used to support the finding that EA is not a Tenant and the parties never had a meeting of the minds nor entered into a lease agreement.
13. The order sets out adequate reasons for the determinations made by the presiding Member. The Members findings of fact are entitled to considerable deference. I will not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of hearing the evidence in its totality.
14. Although EA disagrees with the Board order, the Board's review process is not an opportunity for a party to re-argue a matter that has been finally determined. In the absence of a demonstrable error in the May 4, 2026 order, or that a serious error occurred in the proceedings, the request to review the order must be denied.

It is ordered that:

1. The request to review order LTB-L-101921-25 issued on May 4, 2026 is denied. The order is confirmed and remains unchanged.

May 20, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.