



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

Citation: 177 Jameson Avenue Limited c/o Minto Management Limited v Humphrey, 2026
ONLTB 42049

Date: 2026-05-26

File Number: LTB-L-095061-24-RV

In the matter of: 503, 177 JAMESON AVE
TORONTO ON M6K2Y7

Between: 177 Jameson Avenue Limited c/o Minto Management Limited Landlord

And

Jason Humphrey
Massiel de Diego

Tenant

Review Order

177 Jameson Avenue Limited c/o Minto Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Humphrey and Massiel de Diego (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.
- 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 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-095061-24 issued on May 11, 2026.

On May 25, 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 submits there are serious errors in the order as it fails to apply section 35(3) of the *Residential Tenancies Act*, 2006 (the “Act”) contextually, and makes illogical findings in its analysis pursuant to section 83(1) of the Act.
2. For the reasons below, I am not satisfied that the order contains a serious error.

Changing of the Locks and Section 35 of the Act

3. The Tenant submits that because section 35(3) of the Act contains remedies available to the Landlord on an application with respect to the Tenant changing locking systems, namely that the Board may order the Tenant to provide a key or pay the Landlord the reasonable out-of-pocket expenses necessary to change the locking system, that the Legislature therefore intended these to be the only remedies available in respect of the Tenant changing the locks and failing to provide the Landlord with keys. While the Tenant’s submissions do not directly state it, they infer that it was therefore a serious error to find that doing so could ground termination of the tenancy pursuant to an N5 Notice of Termination served under section 64 of the Act for the substantial interference with the Landlord’s lawful rights, privileges and interests.
4. I find no merit to this submission. The actions of a tenant may ground more than one application or more than one remedy under different sections of the Act. For example, an application to terminate a tenancy and an application to recover rent arrears are grounded separately in the Act under sections 69 and 87, but are filed jointly under the Board’s L1 application form. The Legislature did not intend by putting these available applications and remedies in separate sections that not paying rent could only ground one remedy and not the other.
5. If the Landlord wished to take advantage of the remedies afforded by section 35(3) of the Act, they could have filed an L8 application pursuant to section 35(2). They did not, as the remedy they were seeking in respect of the Tenant changing the locks and failing to provide a key was eviction of the Tenant for substantially interfering with the Landlord’s lawful rights privileges and interests. I find no error in the order analysing the remedies to be ordered on the basis of the application that the Landlord filed, and that was before the Member to decide upon.
6. The Landlord also submits that that it was an error to find that the Tenant interfered with the Landlord by changing the locks and failing to provide a key given the Tenant’s testimony that they had permission to change the locks in 2021, and that there were no determinations made as to the Tenant directly interfering with an effort of the Landlord to change the locks.
7. The basis for the order’s findings as to the Tenant changing the locks and failing to provide the Landlord with a key constituting substantial interference with the Landlord’s lawful rights, privileges and interests are contained at paragraph 38 to 43 of the order.

8. The order sets out detailed reasons for the determinations made by the Member and establishes a reasonable basis for those determinations. Reasonable determinations will not be interfered with on review.
9. There is nothing in the record to support a determination that the hearing member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions in this regard.
10. I find that there is no error in the order in regard to its application of section 35 of the Act or its findings in relation to substantial interference.

Section 83(1) of the Act

11. The Tenant submits that the order's finding that the Tenant would be unlikely to comply with conditions of the Board in determining that a conditional order was inappropriate relied on illogical or irrelevant rationale as the order states this conclusion is based in part on the Tenant still having not provided a replacement key to the Landlord by the time of the hearing. The Tenant submits that given this, the analysis in relation to section 83(1) of the Act contained in the order is patently unreasonable. The Tenant takes this position as:
 - a. The Tenant submits that paragraph 26 of the order finds the Tenant has already provided a replacement key; and
 - b. The Tenant submits that the order finds that the Tenant believed she had provided a replacement key, even if it were not received.
12. The order does not make a finding at paragraph 26 that the Tenant provided a replacement key or believed they provided a replacement key. It addresses only that the Tenant provided evidence to state that they did. At paragraph 38, the order finds that the Tenant's testimony regarding issues related to the provision of keys was not credible, and provided detailed reasons for this finding. I find that given this, there is no basis to find that the order contains an error in logic or relies on improper rationale in its analysis under section 83(1) of the Act.
13. The decision to terminate the tenancy rather than grant a conditional order is within the discretion of the Member who heard all of the evidence and submissions from both sides at the hearing. The order reveals a reasonable basis for the Member's decision not to grant a conditional order. The reasonable exercise of discretion will not be interfered with on review.
14. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

It is ordered that:

1. The request to review order LTB-L-095061-24 issued on May 11, 2026 is denied. The order is confirmed and remains unchanged.

May 26, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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