



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

File Number: LTB-L-060565-25-RV

In the matter of: 209, 41 WARRENDER AVE
ETOBICOKE ON M9B5Z6

Between: PRINCESS APARTMENTS c/o PRINCESS MANAGEMENT Landlord

And

ZSOLT BOGDAN Tenant
FERENC ZOLTAN

Review Order

PRINCESS APARTMENTS c/o PRINCESS MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict ZSOLT BOGDAN and FERENC ZOLTAN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-060565-25 issued on October 29, 2025. The matter was heard on October 21, 2025, only the Landlord's Legal Representative Emily Barbaty attended the hearing.

On March 16, 2026, the Tenant Zsolt Bogdan filed requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 17, 2026 interim order LTB-L-060565-25-RV-IN was issued, staying the order issued on October 29, 2025

This application was heard by videoconference on May 5, 2026.

The Landlord's Legal Representative Eric Steiman and both named Tenants attended the hearing. A Tenant's Legal Representative Cheryl Martinez for Zsolt Bogdan only, also attended.

Determinations:

1. 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 Tenant was not reasonably able to participate in the proceeding.
2. The Tenant Zsolt Bogdan testified that he currently resides at 34 Dixington Crescent apartment 410 Etobicoke and has lived there since November 1 2021.

3. He testified that he was not living in the rental unit when the L1 was filed and did not receive the notice of hearing from the board or the Landlord. He testified that if he had received a notice of hearing he would have attended the hearing. He testified that he did not receive any emails or phone calls at the time and only became aware that the hearing had taken place when he was contacted by collections on February 26, 2026.
4. He confirmed that both he and the Tenant Ferenc Zoltan had signed the lease agreement. He testified that they spoke to someone who worked in the rental office for the Landlord named "Alex" and asked that he be removed from the lease agreement. He testified that Alex told him he would handle his case. He testified that he also made a mistake by failing to follow up on his request. He testified that management has since changed, and Alex no longer works for the Landlord.
5. During cross examination he confirmed that to the best of his knowledge the Tenant Ferenc Zoltan had his contact information. He testified that he and Ferenc Zoltan and Alex had a verbal agreement that he would be removed from the lease, but no agreement in writing.
6. The Tenant Ferenc Zoltan testified that the Tenant Zsolt Bogdan got a girlfriend and moved out of the rental unit. He testified that after the Tenant Zsolt Bogdan moved out the Landlord removed his parking spot but did not remove him from the lease agreement. He testified that after this the management changed.

Analysis

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 or that the Tenant was not reasonably able to participate in the proceeding.
8. The testimony of both Tenants was largely consistent; however, I note that towards the beginning of the Tenant Zsolt Bogdan's testimony the Landlord's Legal Representative raised concerns that the Tenant Zsolt Bogdan was being coached during his testimony and it became clear that the Tenant Ferenc Zoltan was also present in the same room. I share the concerns raised by the Landlord's Legal Representative as the Tenant Ferenc Zoltan could be heard speaking in the background as the Tenant Zsolt Bogdan was testifying.
9. Additionally, the Tenant's Legal Representative was also instructed several times during the proceeding not to lead the Tenants during examination in chief.
10. While these issues are not sufficient to cause me to place no weight on the testimony of the Tenants, they do cause me to place less weight on the testimony provided.
11. In short, the Tenants assert that they agreed with the Landlord that the Tenant Zsolt Bogdan would vacate the rental unit November 1, 2021 and be removed from the lease agreement. Therefore, the Tenant Zsolt Bogdan was erroneously named in the Landlord's L1 Application and was not reasonably able to participate in the proceeding as he did not receive the notice of hearing.

12. However, I am not satisfied that the Tenant has demonstrated that there was an agreement to remove the Tenant Zsolt Bogdan from the lease agreement or that the Tenant Zsolt Bogdan was unable to reasonably participate in the proceeding.
13. While the Tenants assert that the Landlord agreed to remove Zsolt Bogdan from the lease they did not rely on any documentation in support of this alleged agreement and while it is possible that an oral agreement was reached between the parties I find it unlikely that a large corporate Landlord would agree to amend a joint lease agreement to remove one of the Tenants without a clear agreement in writing.
14. Additionally, the Tenant's testimony was that they informed someone named Alex who works in the Landlord's office who said that he would "handle his case". I find it more likely that the Tenant approached a front-line employee of the Landlord who, rather than enter into a binding agreement with the Tenant on behalf of the Landlord indicated he would look into the matter and cancelled the parking spot assigned to the Tenant Zsolt Bogdan. However, absent a clear agreement in writing I am not satisfied that the Tenant has demonstrated that there was a clear agreement between the parties to remove him from the lease agreement.
15. I note that it was the Tenant's own testimony that he did not follow up with the Landlord at any time between 2021 and 2026 to confirm he had been removed from the lease agreement.
16. Accordingly, I am not satisfied that the Tenant has demonstrated that there was an agreement between the parties to remove him from the joint tenancy.
17. Therefore, it would have been appropriate for the Tenant Zsolt Bogdan to ensure that he took appropriate steps to ensure he was kept up to date with respect any proceedings reacted to the rental unit. I note that he testified that he and Ferenc Zoltan continued to have contact information for one another after he left the rental unit.
18. It was not asserted that the Tenant Ferenc Zoltan was unaware of the proceeding, or unable to participate and no explanation was provided as to why the Tenant Ferenc Zoltan did not make the Tenant Zsolt Bogdan aware of the proceeding after receiving legal documentation, including a notice of hearing addressed to both himself and Zsolt Bogdan.
19. In other words, if the allegations in the review request are true, the Tenants missed the hearing because of their own lack of due diligence. That is not the same thing as not being reasonably able to participate. (See: Khani v. Zhang, 2019 ONSC 1362 (Div. Ct.), and Q Res IV Operating GP Inc. v. Berezovs'ka, 2017 ONSC 5541 (Div. Ct.).)
20. The Tenant also asserts in his review request that the order contains a serious error on the basis that the Board's finding that the Tenant was in possession was factually incorrect and based on one sided inaccurate history provided by the Landlord. Comparatively little testimony was led on this point at the hearing, and I am also not satisfied that this constitutes a serious error.
21. In Bakker (1162994 Ontario Inc. v Bakker 2004 CanLII 59995 (ON CA), the Ontario Court of Appeal addressed the concept of possession and determined that that "possession of a rental unit refers to some form of control over the unit as demonstrated by factors such as access to, use of, or occupation of the unit"

22. The Tenant did not testify that he returned the keys, or lost access to or use of the rental unit effective November 1, 2021, merely that he had secured a new unit by that date and asked to be removed from the lease agreement. I also note that the allegation of serious error in the Tenant's request to review was not expanded on at the hearing and appears to be contingent upon an assertion that this determination was made in error because the Tenant did not attend, as I have not accepted that the Tenant was not reasonably able to participate in the proceeding, and am not satisfied that the Tenant has established that he was no longer in possession when the L1 was filed, I am not satisfied that the order contains a serious error.

The Lifting of the Stay

23. The Landlord's Legal Representative sought an immediate lifting of the stay. The Tenant's Legal Representative initially sought an immediate lifting of the stay, then sought a delay of the lifting of the stay until the merits of the case had been heard. It was explained at the outset of the hearing that the hearing was a bifurcated process, with the review portion heard first. This was explained again to the Tenant's Legal Representative who sought a delay but then indicated she had not discussed with her client what their options were. Therefore, the matter was stood down and the Tenant's Legal Representative was permitted an opportunity to speak with her client.
24. After the Tenant's Legal Representative returned she requested that the stay remain in place and the matter be scheduled for a hearing in the merits. It was again explained to the Tenant's Legal Representative that if the review request was denied the matter would not be reheard on the merits.
25. The Tenant's Legal Representative then requested a delay of one year on the basis that the outstanding arrears were large.
26. I agree that the arrears are significant and note that the original order was issued on October 29, 2025, and the Landlord has not yet been able to enforce that order. Accordingly, I am satisfied that only a short delay is appropriate to May 17, 2026 and note that the Tenant's Legal Representative did not make submissions with respect to the Tenants financial picture or any hardship which would arise from an immediate lifting of the stay.
27. As the date of the lifting of the stay was communicated to the parties at the hearing, it shall not be extended given the date of this order.

It is ordered that:

1. The request to review order LTB-L-060565-25 issued on October 29, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 17, 2026 is cancelled. The stay of order LTB-L-060565-25 is lifted on May 17, 2026.

June 10, 2026
Date Issued

Reid Jackson
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.