



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

Citation: Yin v Bailon, 2026 ONLTB 43451

Date: 2026-06-12

File Number: LTB-L-072129-25-RV

In the matter of: 58 BELVIDERE AVE
YORK ON M6C1P6

Between: Zhili Yin Landlord

And

Cesar Rios Bailon Tenant

Review Order

Zhili Yin (the 'Landlord') applied for an order to terminate the tenancy and evict Cesar Rios Bailon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-072129-25 issued on February 27, 2026; the Landlord did not attend

On March 30, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On interim order LTB-L-072129-25-RV-IN was issued, staying the order issued on

This application was heard by videoconference on May 28, 2026.

The Landlord, Landlord's Legal Representative Hong Yun Zhang, the Tenant, and the Tenant's Legal Representative Michael Tadros attended the hearing.

Determinations:

Preliminary Issue

1. The Tenant's Legal Representative requested an adjournment because the Tenant was unable to attend; the Tenant is having cancer treatment that cannot be missed. The Tenant has been on a waiting list for the appointment and was just contacted about the date. As everything happened so fast, the Representative did not have the opportunity to advise the Board or opposing counsel.

2. The Landlord's Legal Representative submitted that the Landlord wishes to proceed as the Tenant's attendance is not necessary for the review portion; if the review is granted then the merits hearing can be adjourned.
3. The review portion of the hearing proceeded.

Review request

4. The Landlord's review request is based on not reasonably able to participate process.
5. The Landlord testified that on December 15, 2025, he received an email that his legal counsel at the time was withdrawing their representation; on December 23, 2025, the Landlord emailed the Board to advise he would now be self-represented and gave the Board his email contact information; as seen by the records submitted, he contacted the Board numerous times about this. He never intended to abandon the application as the Tenant owes about \$60,00.00 in arrears. The Landlord also testified that he found out he had missed the hearing on December 22, 2025, when his former counsel forwarded him the Board's email with the order dismissing the application and ordering costs. On April 1, 2026, his former legal counsel emailed the Board again about being removed from the record when he received the notice of hearing for May 28, 2026; this is months after the initial request was made. On April 7, 2026, the Board sent the Landlord the hearing notice for May 28, 2026; this email was sent to his proper email address.
6. On cross examination the Landlord confirmed that he had not lived in Canada since 2019. When asked about losing his last L1 application due to not having a valid address in Canada, the Landlord became unresponsive. Cross examination was ended as the Landlord remained unresponsive.
7. The Landlord's Legal Representative submitted that the review should be granted; the Landlord did not receive the notice of hearing for the hearing scheduled for February 20, 2026. The evidence clearly shows the Landlord never intended to abandon the application, particularly since the arrears are excessive. The Landlord diligently told the Board about his former counsel withdrawing their services and followed up with the Board on numerous occasions from December 23, 2025 through January 2026. However, the Board kept sending information to the Landlord's former counsel; they did this even after she was put on record as the Landlord's counsel. The Landlord only found out about the hearing when he received the order and filed a review request immediately. Denying the review would cause the Landlord substantial prejudice.
8. The Tenant's Legal Representative submitted that the review should not be granted. When you take into consideration the previous arrears matter that was dismissed because the Landlord did not have a Canadian address, the matter of rent arrears has been at the Board for over 2-years. The Landlord knows how the process works and has had help along the ways from his daughter and legal representatives. The Board emailed the Landlord the email package for the hearing held on February 20, 2026; there is no reason it was not received as it appears to have been sent to the email address being used by the Landlord. The matter should also not proceed because of the issue around the Landlord not having a Canadian address; the Landlord has been told he needs a valid Canadian address.

9. Based on the testimony and evidence before me, I am not that the Landlord was not reasonably able to participate in the proceeding. The timeline established by the portal is:
 - November 18, 2025 through January 26, 2026: there are 12 emails between Landlord and Board using email li2...3@qq.com.
 - December 15, 2026: the Board emails the Landlord's former counsel the notice of hearing package for the hearing scheduled for January 8, 2026.
 - December 17, 2025: the Landlord's Legal Representative emails the Board that he is no longer representing the Landlord; for future correspondence, he notes the Landlord's email address as li2...3@qq.com.
 - December 22, 2025: after the Landlord's former counsel withdrew, the Board emailed the Landlord a welcome letter with a PIN number at email address li2...3@qq.com. The Landlord did not dispute receiving this communication.
 - January 30, 2026: the notice of hearing for February 20, 2026, was sent to Landlord at email address b14...2@outlook.com; this email was not sent to the Landlord's previous legal counsel.
 - February 27, 2026: a copy of order was sent to Landlord at email address b14...2@outlook.com; this email does not appear to have been sent to the Landlord's previous legal counsel. The Landlord did not dispute receiving this communication.
 - March 26, 2026: the Landlord emailed the Board from email address li2...3@qq.com; the email says that throughout the litigation process he has consistently used the email address Li2...3@qq.com/549...92@qq.com, but from "January of this year until the day of the hearing, neither of the aforementioned email addresses received any notification regarding the hearing time". The Landlord says this is an oversight on the Board's part.
 - March 31, 2026: the Landlord emailed his 'Request for Review' to Board from email address 549...92@qq.com
 - March 31, 2026: the Board sent the interim order staying the order issued on February 27, 2026, to the Landlord at email address b14...2@outlook.com. The Landlord did not dispute receiving this communication.
 - April 1, 2026: the notice of review hearing for May 28, 2026, was sent to Landlord at email address b14...2@outlook.com; for some reason the Landlord's former legal counsel was also included on this email. The Landlord did not dispute receiving this communication.
10. Based on the timeline of events, I find it more likely than not that the reason for the Landlord's not attending the hearing is due to a lack of due diligence on his part. The Landlord has used 3 email addresses for communication with the Board and the Board appears to have used 2 of these addresses, li2...3@qq.com and b14...2@outlook.com, in their reply communications. Therefore, it is most likely that the Landlord did not thoroughly check all email addresses used; the Landlord has used the same email address that the notice of hearing for February 20, 2026, was sent to; b14...2@outlook.com, since that hearing date.
11. As to the order forwarded to the Landlord on December 22, 2022, by his former legal counsel, this was in respect of the Tenant application, not the Landlord's application; this is the only communication with a reference to \$300.00 in costs being awarded against the

Landlord; as such, the Landlord's testimony is not accurate in this respect. It should also be noted that the Landlord's former counsel used email address li2...3@qq.com.

12. I recognize that in *Kathryn King-Winton v. Doverhold Investments* (2008 CanLII 60708 (ON SCDC)), the Divisional Court stated, "Being reasonably able to participate in the proceeding must be interpreted broadly, natural justice requires no less." In the case before me, as set out above, I find the reason for not attending to be due to the Landlord's lack of due diligence. The Divisional Court in *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 said at paragraph 8 that, "Lack of due diligence in dealing with court proceedings is a reason for refusing to set aside an order where a party failed to appear"; the same analysis applies for a review request.
13. For all these reasons the Landlord's request for review is denied and the previous order remains in effect.
14. The denial of the Landlord's request for review does not take into consideration the issue raised by the Tenant's Legal Representative in respect of the Landlord's address.

It is ordered that:

1. The request to review order LTB-L-072129-25 issued on is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled. The stay of order LTB-L-072129-25 is lifted immediately.

June 12, 2026

Date Issued

Diane Wade

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.