



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

Citation: Stodilka v Coles, 2026 ONLTB 47372

Date: 2026-06-15

File Number: LTB-T-004720-25-RV
LTB-T-007107-25-RV

In the matter of: 21, 247 Broward Way
Innisfil ON L9S0M2

Between: Danielle Stodilka Tenant

And

Susan Coles Landlord
Kathleen O'Gorman

Review Order

Danielle Stodilka (the 'Tenant') applied for an order determining that Susan Coles and Kathleen O'Gorman (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and collected or retained money illegally.

This application was resolved by order LTB-T-004720-25 / LTB-T-007107-25, issued on May 15, 2026.

On June 14, 2026, the Tenant requested a review of the order.

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

Reasons:

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.
2. The Tenant rented the unit starting December 17, 2024. However, she did not move into the unit, and returned the keys on December 28, 2024. She brought this application seeking a finding that the Landlords' conduct had reasonably induced her to terminate the tenancy, and asked that the Landlords return the rent she paid for the tenancy.
3. The Landlords' conduct set out in the Tenant's application was minor. The application alleged that the Landlords:

- Failed to provide a proper lease document;
 - Misidentified the name of the property management company;
 - Left a few personal items in the unit at the start of the tenancy; and
 - Failed to provide an operating manual for the thermostat.
4. The application also alleged that on January 10, 2025, the Tenant discovered that the Landlords had not told the condo corporation that they had rented the unit to her, which she alleged placed her “at a occupational liability risk for the entire complex.” However, since the Tenant only discovered that issue after she had returned the keys, it cannot have been an issue that induced her to end the tenancy.
 5. At the hearing, the Member heard the Tenant’s evidence regarding the relevant issues raised in the application. She also heard evidence on an issue not raised in the application, that on one occasion the lockbox was frozen and the Landlords had to defrost it.
 6. On the evidence before her, the Member found that the Landlords’ conduct had not substantially interfered with the Tenant’s reasonable enjoyment. That finding was available to her on the evidence. The purpose of a review is not to re-assess the evidence. Furthermore, even if the Member had found that the conduct had substantially interfered with the Tenant’s reasonable enjoyment, the conduct was plainly not serious enough to have reasonably induced the Tenant to end the tenancy. The issues were minor if not trivial.
 7. On review, the Tenant argues that the Member erred by failing to allow an amendment to her application. She says that the amendment would have raised an allegation that the Landlords had not registered her with the condo corporation, and that as a result, she would have been a “trespasser” in the building.
 8. There are three problems with the Tenant’s argument. First, her application already raised the issue of the Landlords having failed to tell the condo corporation about the tenancy. The Tenant could have given evidence on that issue, even if the application was not amended.
 9. Second, the Tenant’s proposed amendment did not say anything new about the issue. It did not say that the Tenant believed she would be a “trespasser” or that the condo corporation treated her as a trespasser.
 10. Third, and most importantly, even if the Tenant had given evidence regarding the issue, it could not have affected the result. The Tenant decided to end her tenancy on December 28, 2024. On January 10, 2025, she discovered that if she had continued the tenancy, the condo corporation might have considered her to be a “trespasser.” Her discovery occurred after the tenancy had ended, and could not have substantially interfered with

her reasonable enjoyment during the tenancy. Nor could it have had any bearing on her decision to end the tenancy.

11. The Tenant's other arguments on review mostly relate to the "trespasser" issue, and are not relevant given that that issue could not have affected the result.
12. The Tenant also argues that the Member erred by finding that Tylor Martino was an agent of the Landlords but not himself a landlord, and that the condo corporation's security personnel were not agents of the Landlords. Those findings had no bearing on the question of whether the Landlords' and their agents' conduct had induced the Tenant to end the tenancy.
13. For those reasons, I am not satisfied that the decision contains a serious error. The Member properly considered the issues raised in the application, and did not find that the Landlords' conduct had substantially interfered with the Tenant's reasonable enjoyment or reasonably induced her to end the tenancy. Having unilaterally ended the tenancy, the Tenant was not entitled to the return of the rent she paid. The review will be denied.

It is ordered that:

1. The request to review order LTB-T-004720-25 / LTB-T-007107-25, issued on May 15, 2026, is denied. The order is confirmed and remains unchanged.

June 15, 2026
Date Issued

Dale Whitmore
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.

