



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

Citation: Hore v Wylynko, 2026 ONLTB 49293

Date: 2026-06-22

File Number: LTB-L-074106-25-RV

In the matter of: 9B Fairbairn Street
Ottawa ON K1S1T2

Between: Tim Hore Landlord

And

Raquel Wylynko Tenants
David Wylynko

Review Order

Tim Hore (the 'Landlord') applied for an order requiring Raquel Wylynko and David Wylynko (the 'Tenants') to pay the rent that the Tenants owe.

This application was resolved by order LTB-L-074106-25 issued on January 7, 2026.

On February 9, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The order under review grants the Landlord's application for arrears and dismisses the Tenants' claims raised under s.82 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenants submit that the Member made a serious error of fact when she found that the leak had been repaired on April 4, 2024. The Tenants point to statements in the order that the parties agreed that the entire repair from the leak incident was completed in November 2024. The leak was an incident during which water entered the unit. The Member heard evidence that the leak had not recurred after April 4, 2024. The drywall repair on the location where the leak had occurred was completed by November 2024. The Member heard evidence from the Landlord that the parties had agreed to hold off repairing the drywall on the ceiling until they were confident that the leak would not recur. The Tenants submit that an email of April 13, 2024 contradicts the Landlord's testimony that the leak did not recur after April 4, 2024. However, the Tenants did not enter this email as evidence in the hearing and so it was not an error for the Member not to

consider it. Given the foregoing, I am not satisfied that the Member made a serious error of fact as alleged.

3. The Tenants submit that the Member refused to allow them to read 200 emails and text messages into the record and that these emails and messages prove that the problem preceded April 2025 and lasted until November 2025. It appears the Tenants may have meant April 2024 and November 2024. In any event, the Member did not refuse to allow the Tenants to read 200 emails and text messages into the record. When the Tenants indicated that they would not refer to any specific emails or text messages at the hearing, the Member indicated that she would not read or consider any uploaded documents to which the parties do not refer specifically at the hearing. She repeated this several times. During cross-examination of the Landlord, the Tenant DW read some emails into the record and asked the Landlord questions about them. The Member did not prevent DW from doing so.
4. The Tenants submit that the Member failed to consider evidence of an illegal entry on October 15, 2024. The Tenant DW testified that the Landlord entered the unit without notice. The Member asked if the Tenants had consented to the entry. DW answered that he had permitted the Landlord to enter the unit because he did not want to argue with the Landlord on his front lawn. The Member set out this evidence at paragraph 16 of the order. In the review request the Tenants allege there is evidence the Landlord did not give notice for this entry. However, the Tenants did not properly enter this evidence at the hearing. In any event, even if the Landlord did not give notice, the entry was legal because it was on consent; s.26 of the Act permits an entry without notice on consent.
5. The Tenants submit that the Member improperly characterized the drywall/hatch issue as cosmetic. The Tenants refer to evidence that they submitted with the review request to support that this characterization is improper. The evidence attached to the review was not referred to at the hearing and so it was not an error for the Member not to consider it. I am therefore not satisfied that the Member improperly characterized the drywall/hatch issue as cosmetic.
6. The Tenants submit that the Member's decision shows bias. They rely on the Member's decision not to let the Tenants read out sections of the Act out loud at the hearing and that the Member made rulings that contradict the evidence that the Tenants submitted with the review. The test for reasonable apprehension of bias is: would a reasonable person aware of all of the relevant facts conclude that the decision maker was not impartial? Parties are expected to raise issues of bias at the hearing. The Tenants did not do so.
7. In any event, the Tenants do not provide sufficient information to support a bias allegation. The decision not to let the Tenants read out portions of the Act at the hearing was reasonable; to allow it would have wasted hearing time. The evidence submitted on review was not properly before the Member and so that she did not consider it is not evidence of bias.

8. 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.

It is ordered that:

1. The request to review order LTB-L-074106-25 issued on January 7, 2026 is denied. The order is confirmed and remains unchanged.

June 22, 2026
Date Issued

Renée Lang
Vice Chair, 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.