



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

Citation: Christopher v Wang, 2026 ONLTB 47548

Date: 2026-06-24

File Number: LTB-T-057838-25-RV

In the matter of: 329 Via Romano Blvd
Maple ON L6A0J3

Between: Cheyanne Christopher Tenant

And

Jingqiu Wang Landlord

Review Order

Cheyanne Christopher (the 'Tenant') applied for an order determining that Jingqiu Wang (the 'Landlord') failed to meet the Landlord maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-057838-25 issued on March 19, 2026. The Tenant did not attend the hearing on March 18, 2026.

On March 19, 2026, the Tenant requested a review of the order.

On March 23, 2026 interim order LTB-T-057838-25-RV-IN was issued.

This application was heard by videoconference on June 11, 2026.

The Landlord's daughter Chen Xie and the Tenant attended the hearing.

Determinations:

1. The Tenant alleges that they were not reasonably able to participate in the scheduled hearing on March 18, 2026.
2. They stated that they could not participate due to a medical emergency. They were having a medical episode and had to go out to obtain medication. They confirmed that they did not see a medical practitioner, did not have a prescription or a receipt for the medications they purchased.
3. The Landlord opposed the request for a review submitting that the Tenant had not proven they could not participate in the prior hearing.

4. The Landlord's daughter was not permitted to act as an interpreter for their parents to interpret from a Chinese language into English. They did not have a third party present to be able to interpret for them.
5. The Landlord's daughter was not permitted to lead evidence. Although the Board's Rules of Procedures at Rule 1.6 q, provides that the Board may exercise its discretion to permit a party's representative (or agent) to give evidence, I determined that it would not be appropriate to do so.
6. The Landlord's Agent could only provide hearsay evidence, that is what the Landlord or the Landlord's spouse had told them. Although the Board could accept hearsay evidence, in my view there is significant prejudice to the Tenant, because they would not be able to cross-examine the person with direct knowledge of the issues. This prejudice outweighs any probative value that might be determined.

Analysis

7. I was satisfied that the Tenant could not reasonably participate in the hearing on March 18, 2026. The request for review was granted and the re-hearing followed thereafter.
8. The Board's power to review a decision may be exercised if a party to a proceeding was not reasonably able to participate in the proceeding. The case law from Divisional Court generally instructs the Board that the meaning of the phrase "not reasonably able to participate" should be interpreted broadly, to ensure natural justice, and where a party shows a genuine intent to participate in a hearing but was prevented from doing so, they should be entitled to a hearing through the review process. A party's genuine intent to participate must be borne out by the evidence which clearly demonstrates the party's intent to participate in the hearing. See *Kewallal v. Jackson*, 2011 ONSC 1557; *King-Winton v. Doverhold Investments Ltd.*, 2008 CanLII 60708, TSL-21992-11-RV (Re), 2012 CanLII 27914 (ON LTB); TEL-09087-10-RV (Re), 2011 CanLII 26960 (ON LTB); SWT-07158-10 (Re), 2010 CanLII 67967 (ON LTB).
9. In *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".
10. It would have been ideal had the Tenant produced a medical note, or prescription or receipt to show that there was a genuine medical emergency that precluded them from participating. However, I was satisfied with the genuine intent of the Tenant to appear and proceed with their own application. Therefore the request for a review was granted.

Re-hearing

11. The re-hearing was heard after the request for a review was granted.
12. It was undisputed that there was a maintenance emergency that arose on July 4, 2026 while the Landlord's were out of the country.
13. It was uncontested that the toilet in the Tenant's unit had become clogged and was at risk of overflowing. The Tenant called a plumber for an emergency repair. (see DOC 7541799)

the plumbing contractor notes in the receipt that the blockage was near 60 feet in the drain close to the main drain. They had to clear to 90 feet to clear the blockage properly.

14. It was uncontested that the Tenant had advised the Landlord about the plumbing emergency and had provided the invoice on July 5, 2026, after it was resolved. (See Doc 8083784 at page 5)
15. The Tenant was only seeking reimbursement of the emergency plumbing charges in the amount of \$867.28.
16. The Landlord did not cross-examine the Tenant.
17. The Landlord in their closing submissions stated that this was not an emergency because the Tenant could have used a bathroom in the Landlord's portion of the residence. They also submitted that the plumbing contractor was not reputable and expensive. They submitted that they had not prior notice of the emergency. They submitted that the plumbing emergency was the fault of the Tenant.
18. The Tenant responded by stating the powder room is not a part of the rental unit, it is in the Landlord's unit.

Analysis

19. Pursuant to subsection 20(1) of the Act, a landlord is responsible for:

providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

20. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (Onyskiw) (CanLII), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
21. It is undisputed that the Landlord's were out of the country. It was also undisputed that the Landlord's had not provided a local emergency contact in the event of an emergency.
22. In my view, it would be unreasonable in the circumstances to expect that the Tenant is required to take photos and send them to the Landlord and wait for a response from across multiple time-zones. Even if I accept that premise, the only response likely is that the Tenant would be authorized to resolve the problem. This would have only delayed getting a plumber in to resolve the problem. A delay may have led to additional damages if the toilet did overflow and flood the bathroom and rental unit.
23. The Landlord attempted to lay blame on the Tenant; however, they did not have their own plumber testify and did not summons the actual plumber that did the repairs to testify. Had the issue been in the toilet vice deep into the sewer line close to the main line, that might have been a possibility. In the absence of such testimony, I find that the receipt provides a

reasonable description of the plumbing emergency and the efforts necessary to resolve it. In my view this does not amount to willfulness or negligence on the part of the Tenant.

24. Taking a contextual approach, I am satisfied that the Tenant has acted reasonably in the circumstances, knowing that the Landlord was out of the country, and most likely unable to resolve the plumbing emergency themselves, took the only logical action necessary to contact a plumber that came in after regular hours, around 10 p.m., at night to resolve the problem and thereby mitigate any further damages.
25. In my view the charges are reasonable. The Landlord may disagree with the charges, however beyond their bald statements that it was too expensive, the offered no testimony from anyone to show what might have been reasonable in the circumstances.
26. Therefore, I am satisfied that by failing to provide a local emergency contact while traveling outside the country, the Landlord failed in their general duty to maintain the rental unit. In the event of an emergency, the Tenant should have access to an emergency contact and be able to get an immediate response. In my view that was not possible in this case, because the Landlord was traveling outside the country.
27. The Tenant on July 4, at 5:51 p.m., had advised the Landlord that the power had been flickering and that that morning the fire alarm went off randomly. (DOC-8083784 at page 4) The Landlord did not respond to this email; however, they responded to the email about the plumbing emergency about 3.5 hours after they were sent the plumbing invoice.
28. Based on this, I can only presume that the Landlord was not concerned that the fire alarm had gone off or that the power had been flickering. These too could have been emergency situations where some electrical appliances may have been damaged by the flickering power or something more serious had caused the fire alarm to go off in the Tenant's unit.
29. The Tenant's acting in an emergency acted reasonably and in doing may have prevented more extensive damages.
30. The Tenant was seeking reimbursement for their out-of-pocket expenses in the amount of \$867.28.
31. I am satisfied that the plumbing charge is reasonable. The plumber came at night after regular business hours and spent 2.5 hours effecting the repair.
32. The Tenant also incurred an application fee of \$48.00 and is entitled to be reimbursed that fee.

It is ordered that:

1. The request to review order LTB-T-057838-25 issued on March 19, 2026, is granted.
2. The order is amended as follows.
3. The Landlord shall pay to the Tenant \$915.28 which represents the following:
 - a. Out of pocket expense of \$867.28 and
 - b. Application fee of \$48.00.

4. The Landlord shall pay the Tenant the full amount owing on or before July 13, 2026.
5. If the Landlord does not pay the Tenant the full amount owing by July 13, 2026, the Landlord will owe interest. This will be simple interest calculated from July 4, 2026, at 4.00% annually on the balance outstanding.
6. If the Landlord does not pay the Tenant the full amount owing by July 13, 2026, the Tenant may recover this amount by deducting it from the lawful rent commencing on August 1, 2026, until the full amount plus interest has been recovered.
7. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 24, 2026
Date Issued

Robert Patchett
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.