



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

Citation: Xu v Okonkwo, 2026 ONLTB 49725

Date: 2026-06-25

File Number: LTB-L-002757-26-RV

In the matter of: Basement T, 38 Gladys
Scarborough ON M1C1C6

Between: SUNNY (LINGBO) XU Landlord

And

CHUKWUBUIKEM OKONKWO Tenant

Review Order

Sunny (Lingbo) Xu (the 'Landlord') applied for an order to terminate the tenancy and evict CHUKWUBUIKEM Okonkwo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-002757-26 issued on April 2, 2026. The hearing was held on March 18, 2026. At 10:14 a.m., the Tenant was not present or represented.

On April 25, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On April 27, 2026, interim order LTB-L-002757-26-RV-IN was issued, staying the order issued on April 2, 2026.

This request to review was heard by videoconference on June 23, 2026. The Landlord and the Tenant attended the review.

Determinations:

1. The Tenant requests a review of order LTB-L-002757-26 issued on April 2, 2026, because he says he was not reasonably able to participate at the March 18, 2026, hearing, and that there was a serious error in the order. For the reasons below, I do not find that the Tenant was not reasonably able to participate at the hearing nor that there is a serious error in the April 2, 2026, order.
2. The Landlord applied for an order terminating the tenancy and for the arrears of rent due and owing to the date of the hearing. A voidable order was issued instructing the Tenant to either pay the arrears or that if he failed to do so, the tenancy would be terminated.

3. On April 25, 2026, the Tenant requested a review of order LTB-L-002757-26. He states that he was under the impression that the hearing would be withdrawn by the Landlord. Specifically, he stated that he and his landlord had agreed that if the arrears were paid in full prior to the hearing, the Landlord would withdraw the application. At that time, the Tenant owed arrears of about \$4,000.00. Before the hearing, the Tenant paid the Landlord \$3,500.00. He assumed that this amount was enough to avoid the hearing.
4. I am not persuaded that the Tenant was unable to participate at the March 18, 2026, hearing. The Tenant's own testimony acknowledges that the Landlord would only withdraw the application if the Tenant paid all of the arrears owing, which he acknowledges he did not do. The Tenant made a choice not to attend the hearing based on his assumptions. Therefore, he was able to participate but chose not to.

Serious Error

5. The Tenant also submits that on September 4, 2023, he made a \$600.00 last month's rent deposit at the beginning of the tenancy. However, this was not reflected in the order. This, he submits, is a serious error.
6. The Landlord disputes that she ever received a last month's rent deposit stating that originally the tenancy had been a joint tenancy between the Tenant and his sister. However, she states she was never provided with a last month's rent deposit. She also submitted into evidence a copy of her ledger which showed every payment made by the Tenant(s) since the beginning of the tenancy. The ledger confirms the Landlord's oral testimony.
7. The Landlord also added that this had come up between the parties in April of this year. At that time, she told the Tenant that if he would provide her with some proof, even a text message from his sister, the former co-Tenant, acknowledging this money was paid and earmarked for a last month's rent deposit, she would accept that. However, the Tenant has never provided any evidence of this payment.
8. The Tenant states he paid the deposit to the co-Tenant understanding that she would forward this to the Landlord. However, he did not have any corroboratory documentation the Board would expect in these circumstances. For example, banking records or receipts showing the money left his account.
9. Based on the evidence before me, I am not satisfied there was a serious error in the order. First, a review is not an opportunity to submit evidence that should have reasonably been available at the hearing of first instance. Second, based on the Tenant's evidence, I am not satisfied that he met his onus of proof that a last month's rent deposit was paid. It is entirely conceivable he paid this money to his sister, but the evidence does not support that this money was ever given to the Landlord.
10. The parties made submissions about the date to lift the stay. The Tenant seeks July 10, 2026, and the Landlord consented to that date. Given the parties agree on this date, I see no reason to deviate from their joint submission.

It is ordered that:

1. The request to review order LTB-L-002757-26 issued on April 2, 2026, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on April 27, 2026, is cancelled. The stay of order LTB-L-002757-26 is lifted on July 10, 2026.

June 25, 2026
Date Issued

Jane Dean
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.