

CITATION: Andre Edwards v. Centurion Property Associates Inc., 2026 ONSC 4071
DIVISIONAL COURT FILE NOS.: 240/25 and 278/25
DATE: 20260714

**SUPERIOR COURT OF JUSTICE – ONTARIO
DIVISIONAL COURT**

RE: ANDRE EDWARDS, Appellant/Applicant/Tenant

AND:

CENTURION PROPERTY ASSOCIATES INC., Respondent/Landlord

BEFORE: Matheson J.

COUNSEL: *Ken Wise*, for the Tenant

Martin P. Zarnett, for the Landlord

HEARD at Toronto: July 13, 2026, by video-conference

ENDORSEMENT

[1] The Tenant appeals and seeks judicial review of the decision of the Landlord and Tenant Board (LTB) dated February 6, 2025 (the Eviction Decision) and the decision dated March 10, 2025 (the Review Decision). The LTB granted an eviction order because the Tenant persistently paid the rent late. On review, the LTB accepted that there were clerical errors in the figures in the Eviction Decision. Those errors were then corrected in an amended decision released on April 24, 2025 (the Amended Decision).

[2] There were many prior LTB applications and decisions regarding this tenancy, with a history of late payments. There had been a November 2024 order that voided a prior eviction because the Tenant met the payment terms in the prior order. Immediately after that eviction order was voided, the Tenant resumed paying the rent late. Counsel to the Tenant accepts that the Landlord was then entitled to bring the application that gives rise to the Eviction Decision.

[3] At the LTB hearing resulting in the Eviction Decision, the Tenant did not dispute that he had been paying his rent late for about two years. In the Eviction Decision, the LTB found that the Tenant had been persistently paying the rent late.

[4] In considering whether to give relief from eviction, the LTB Adjudicator noted the history of late payments. The Adjudicator also considered the Tenant's evidence and explanation for the late payments but decided not to exercise the discretion to give relief from eviction under s. 83 of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17. The Adjudicator found that it was not fair to prolong the tenancy given the long history of late payments.

[5] The LTB required that the Tenant vacate the premises in February 2025. That eviction has now been stayed for over a year.

[6] As set out in the Review Decision, the errors in the figures were acknowledged and found to be clerical errors that could be corrected.

[7] Rule 24.2 of the LTB Rules provides that the LTB may correct a clerical error on its own initiative without seeking submissions from the parties or holding a hearing. The same Adjudicator who decided the Eviction Decision rendered the Amended Decision, which clearly shows both the reason for the changes and the changes themselves. Counsel to the Tenant has acknowledged that there are no longer any errors in the figures, as amended.

[8] The Tenant submits that he obtained the Amended Decision on the LTB Portal and suggests, without supporting evidence, that he did not otherwise receive it. I am not persuaded to infer that it was not sent to him.

[9] The Tenant's right of appeal is on questions of law only, which includes issues of procedural fairness. The standard of review is correctness. The standard of review for the judicial review is reasonableness. The Tenant did not distinguish between the two at the hearing.

[10] The Tenant submits that the Eviction Decision was based on errors of law. To begin with, the Tenant submits that there was no evidence to support the incorrect figures used. However, the use of the incorrect figures was addressed. They were corrected. I do not find an error of law in these circumstances.

[11] The Tenant then submits that the Adjudicator applied the incorrect test under s. 83 of the Act, submitting that the test was applied backwards. Counsel to the landlord notes that this issue was not raised in the request for a review. In any event, an error has not been shown. The Adjudicator concluded that it would be unfair to grant relief from the eviction under s. 83(1). That subsection says the LTB may refuse to grant the eviction unless it would be unfair to refuse. The double-negative is not helpful. Read in context, I do not find the paraphrasing of s. 83 in the reasons for decision led to a legal error.

[12] The Tenant then submits that the Adjudicator ignored evidence regarding the relevant circumstances in the decision under s. 83, and in doing so erred in law. Whether or not this could be an error of law, the reasons for decision show that the Adjudicator did consider all the relevant circumstances, including those put forward by the Tenant. The Decision expressly indicates that all the disclosed circumstances were considered, as required under s. 83. The key complaint here is that the Adjudicator did not accept the Tenant's position regarding relief from eviction under s. 83, yet no reviewable error has been shown. Here, the LTB had evidence that the Tenant admitted a lengthy period of repeated and deliberate late payments, along with other evidence that provided an ample basis for the decision.

[13] The Tenant further submits that there was a lack of procedural fairness because the Amended Decision was released without advance notice and submits that the corrections may have had an impact on the s. 83 decision.

[14] Rule 24.2 expressly permits the LTB the discretion to correct a clerical error without notice. To succeed on this ground, the Tenant would have to show either that Rule 24.2 is itself procedurally unfair or that it was unfair for the LTB to exercise its discretion in this case. Neither has been shown. With respect to the rule, it is consistent with the nature of the LTB and its process to provide an efficient way to correct clerical errors. The rule incorporates discretion, which provides an adjudicator the scope to consider whether or not it is appropriate to proceed without notice in a specific case.

[15] With respect to the discretion to proceed without notice here, the appellant had already made submissions about the errors in the figures, which had been accepted in the Review Decision. Further, it is apparent from the reasons for the Eviction Decision that the figures were relevant to the amount of the per diem that had to be paid to the Landlord. They did not change late payments into timely payments nor were they central to the s. 83 decision. Further, the Adjudicator who decided the Eviction Decision also decided the Amended Decision. The Tenant has not shown a lack of procedural fairness in the exercise of the discretion to proceed under Rule 24.2 in this case.

[16] Nor am I persuaded that the cases put forward by the Tenant give rise to either a legal error or an unreasonable decision in this case.

[17] Having reviewed all the issues raised, I conclude that the Eviction Decision, Review Decision and Amended Decision are not founded on errors of law. Further, the Tenant has not shown that they are unreasonable – they show the required justification, intelligibility, and transparency.

[18] These proceedings are dismissed with costs to the Landlord in the agreed amount of \$2,000, all inclusive. If the Tenant pays his full rent on August 1, 2026, and there are no arrears owing as of that date, he shall have until August 31, 2026 to provide vacant possession of the premises. Otherwise, he shall vacate by August 3, 2026.

Matheson J.

Date: July 14, 2026