

CITATION: Igwe-Nweke v. 260 Wellesley Residences, et al, 2026 ONSC 3810
DIVISIONAL COURT FILE NO.: DC-25-00000551-00JR
DC-25-00000591-0000
DATE: 20260630

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

RE: EMEKA CHRISTIAN IGWE-NWEKE, Applicant/Appellant

AND:

260 WELLESLEY RESIDENCES, Respondents

AND:

LANDLORD AND TENANT BOARD, Respondents

BEFORE: Justice L. Brownstone

COUNSEL: Emeka Christian Igwe-Nweke, Self-Represented

Charlie Bobrowsky, for the Respondent, 260 Wellesley Residences

No one appearing for the Landlord and Tenant Board

HEARD at Toronto: June 29, 2026

ENDORSEMENT

Introduction

[1] Mr. Igwe-Nweke, the tenant, brings an application for judicial review of decisions of the Landlord Tenant Board dated May 20, 2025, and July 3, 2025, and an appeal of a decision of the Board dated June 25, 2025.

[2] The tenant resided in a unit in a building owned by the respondent landlord. The landlord alleged, and the tenant did not dispute, that the tenant was persistently late in his rental payments. This led to several proceedings before the Board and the tenant's eventual eviction.

[3] The tenant alleges that the Board's first order, a consent order, which is the foundational order of all orders that follow, was based on incorrect facts and invalid service. Therefore, that order must be quashed, in which case the subsequent orders must also be overturned.

[4] I do not agree. For the reasons that follow, the application and the appeal are dismissed.

Procedural History

The May 20, 2025, order (“the consent order”)

[5] In late 2024 and early 2025, the landlord served the tenant with a form N8, seeking to evict the tenant for persistent late payment of rent. The landlord sought an order evicting the tenant at the end of his tenancy term, March 31, 2025.

[6] On April 22, 2025, the tenant requested mediation.

[7] On May 8, 2025, the parties attended a hearing by video conference. They agreed to participate in mediation. The order issued by the LTB indicated that the parties mutually agreed to resolve all matters in issue and requested an order on consent. The order indicates the Board was satisfied the parties understood the consequences of their consent.

[8] The consent order, issued on May 20, 2025, provided that the tenancy would continue if the tenant paid the rent for June 2025 on or before June 15, 2025, and then paid rent on the first day of each month from July 2025 to June 2026. If the tenant failed to comply with those conditions, the landlord could apply under section 78 of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 for an order terminating the tenancy and evicting the tenant. The landlord was required to make the application within 30 days of a breach by the tenant.

The June 17, 2025, review order

[9] On June 16, 2025, the tenant requested a review of the consent order on the basis that it contains a serious error.

[10] The tenant submitted that the landlord’s forms and applications were filed prematurely, before his tenancy term was over, and was not validly served on him. He also complained about a typographical error in one of the historical rent dates.

[11] On June 17, 2025, the application for review was dismissed. The review order stated in part as follows:

The hearing record also demonstrates that the Dispute Resolution Officer set out the terms of the agreement and the consequences. The Tenant stated they agreed to the terms. As required by the Divisional Court in *Sutton v. Riddle* [citation omitted], if the Tenant was not clear on the terms or disagreed, they were obligated to make this known to the Board, not wait until the review process to raise this issue. Instead, the Tenant unequivocally confirmed their consent. As such, I find that there was no procedural fairness issue, and therefore, no serious error in this regard.

In the review request, the Tenant also submits that there are issues in the tenancy. If the Tenant wanted to discuss these issues, they could have elected to proceed with the hearing to make submissions and present evidence. Instead, the Tenant elected to enter into a consent order. While the Tenant now regrets having consented to the terms, this does not mean the Board made a serious error. A review is not an appeal or opportunity to change the way a case is presented.

The July 3, 2025, review order (“the second review order”)

[12] On July 2, 2025, the Tenant requested a review of the June 16 review order. The request for a second review is prohibited by rule 26.18 of the LTB Rules. In its decision of July 3, 2025, the Board recognised its authority to waive the application of the rule that prohibits a second review, but found no basis to do so in this case.

[13] The second review order found that the landlord’s application was not premature; the landlord was permitted to file the application immediately under s. 71 of the RTA. The tenant’s other complaints were without merit and should have been raised at the original hearing rather than on review.

The June 25, 2025, ex parte eviction order (“the eviction order”)

[14] On June 17, 2025, the landlord brought a second application, stating that the tenant had breached the consent order. This application was brought *ex parte*, as permitted under s. 78(1) of the RTA. On June 25, 2025, the LTB made the eviction order under s. 78(6) on the basis that the tenant had breached a term of the consent order by not paying rent.

The July 31, 2025, order affirming the eviction

[15] The tenant moved under s. 78(9) to set aside the eviction order.

[16] That motion was heard on July 31, 2025, and dismissed. The tenant acknowledged he had not paid rent in accordance with the consent order and explained the unfortunate financial circumstances that led to him being unable to pay rent. The Board stated:

After considering all of the circumstances, I find that it would be unfair to set aside order LTB- L-049771-25. I say this because the Tenant breached the consent order almost immediately after it was issued. Given that he admitted that he has no income, I find that the tenancy is not viable. The Tenant cannot afford the rental unit.

Proceedings before this court

[17] The tenant commenced an application for judicial review of the May 20, 2025, consent order and the July 3, 2025, second review order. He also commenced an appeal of the June 25, 2025, eviction order.

[18] While the appeal and application for judicial review were pending, this court ordered a stay of the eviction to be in place if the tenant paid his rent on the first of each month. Rent was not paid and the stay was lifted on September 8, 2025, permitting the landlord to evict the tenant.

[19] The tenant left the premises on October 13, 2025.

Jurisdiction and Standard of Review

[20] An appeal lies to this court from the LTB on questions of law alone: s. 210 RTA. However, a party is required to obtain leave to appeal a consent order under s. 133 of the *Courts of Justice Act*, R.S.O. c. C.34: *Arnold v. Lulu Holdings Inc.*, 2021 ONSC 8125; *Rahimi v. Lafonte*, 2026 ONSC 105.

[21] Where there is a circumscribed right of appeal, a party may bring an application for judicial review for questions that fall outside of the scope of the statutory right of appeal: *Yatar v. TD Insurance Meloche Monnex*, 2024 SCC 8, 489 D.L.R. (4th) 191, at paras. 43-50. Judicial review is discretionary, and the court may exercise its discretion to decline to grant relief: *Yatar* at para. 51.

[22] Questions of law attract a correctness standard on appeal. Questions of fact and mixed fact and law are reviewed on a reasonableness standard on judicial review. On questions of procedural fairness, the question is whether the procedure followed by the tribunal was fair in all the circumstances: *Yatar* at para. 48, *Vavilov* at para. 37; *Law Society of Saskatchewan v. Abrametz*, 2022 SCC 29, [2022] 2 SCR 220 at paras. 27-30.

Analysis

[23] The tenant has the following fundamental problems with his application for judicial review.

[24] He did not seek leave to appeal the consent order. Given the weakness of the grounds of appeal, leave would likely not have been granted. In these circumstances, it would be inappropriate, in my view, to entertain an application for judicial review, certainly on a question of law.

[25] Before this court, the tenant re-iterated his arguments that he made before the Board. He asserts the N8 that was used to start the process was improper because:

- a. It falsely stated that the tenant did not pay rent for November and December 2024, when in fact the rent was simply late for those dates;
- b. His middle name was not included on the order;
- c. The person who served the order was not the landlord; and
- d. There is a typographical error in one of the late payment dates.

[26] None of these grounds has any merit.

[27] The N8 was not false. It correctly stated the landlord was seeking to end the tenancy for persistent late payment of rent. The notice, completed in December 2024, listed the late payments and noted that as of the date of the notice, the November and December rents were “still outstanding”. That was true at the time of the notice. By the time of the mediation that led to the consent order, those rents had been paid and the landlord acknowledged as much. There was no false statement in the N8 or in the proceedings.

[28] There is no requirement that the landlord personally serve the tenant. Nor is there a requirement that the tenant’s middle name be included. Similarly, the typographical error was of no moment. Clearly, the document referred to the September 2023 rent being paid 10 days late. Further, had the tenant had any issues with the N8, the time to raise them was at the initial hearing. Instead, the tenant entered into a consent order, and was found to have a full understanding of the consequences of that order.

[29] There was nothing unreasonable about the second review order. The LTB declined to waive its rule prohibiting a second review, finding no basis to do so. Further the LTB found the landlord’s application was not premature; it was permitted under s. 71 of the RTA. The tenant’s other complaints were without merit and should have been raised at the original hearing rather than on review. The tenant has not identified any way in which this exercise of discretion and findings made were unreasonable.

[30] Similarly, the tenant’s appeal must fail.

[31] The tenant has appealed only the June 25, 2025, eviction order, not the review order confirming the eviction order. Even if the tenant had appealed both orders, his appeal could not succeed. The tenant raises no questions of law. His appeal of the eviction depends on a finding that the consent order was invalid. That is, the tenant submits that because the eviction order was based on the consent order, the eviction order must be overturned.

[32] As I have stated above, the consent order was valid. The tenant breached the terms of the consent order. The breach resulted in the eviction order. There is no error in the eviction order, or the review order that confirmed it.

[33] I further note that the tenant acknowledged at the hearing of this matter that he unfortunately has been unable to secure a job and has no income. The review order’s conclusion that the tenancy is not viable remains true.

[34] Finally, the landlord’s counsel is reminded that it is his responsibility to ensure his client’s materials are properly filed and uploaded to Case Lines. It is his responsibility to file materials that comply with the rules, including a proper factum.

[35] For the reasons above the application and the appeal are dismissed. The landlord seeks no costs, and I do not order any.

Justice L. Brownstone

Date: June 30, 2026