



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

**Citation:** Interrent Holdings Manager LP v Piyau, 2024 ONLTB 19633

**Date:** 2024-03-26 **File Number:**  
LTB-L-009743-23-RV

**In the matter of:** 1035, 207 BELL ST N Ottawa  
ON K1R0B9

**Between:** Interrent Holdings Manager LP Landlord

**And**

Brice Arsene Piyau Tenant

### Review Order

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Brice Arsene Piyau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-009743-23 issued on December 12, 2020.

On January 11, 2024, the Landlord requested a review of the order.

On January 12, 2024, interim order LTB-L-009743-23-RV-IN was issued.

This application was heard in by videoconference on March 5, 2024.

The Landlords Legal Representative Daniel Abraham attended the hearing.

The Tenant attended the hearing and spoke with Duty Counsel prior to the commencement of the hearing.

The Board was assisted by a French Language Services Interpreter Manual Costa.

### Determinations:

1. The Landlord has not proven that there is a serious error the previous order. Therefore, the request for a review is denied.
2. The Landlord alleged that there was a serious error in the previous order when the Board found that the order was not properly signed in accordance with section 185(1) of the Act. **185 (1)** An application shall be filed with the Board in the form approved by the Board, shall be accompanied by the prescribed information and shall be signed by the applicant.
3. The Landlord's witness Julie Lloyd testified. They are employed as a paralegal and team lead of other legal administrators by the Landlord.
4. The witness testified that their information is included in an application that shows them as a paralegal for the Landlord Interrent Holdings with a mailing address, email address and phone number. They stated that the drop-down list asks for contact person, and they choose "paralegal".
5. In relation to this application, they testified that it was Callie Dowds another paralegal in the office that had completed this application.
6. The Board noted that Callie Dowds was observing the hearing, and that the Landlord confirmed that Callie Dowds would not be called to testify.
7. The witness testified that when they come to the online signature page in the Portal that the drop-down option to select "who completed this application", that the only option they can select is the corporate name of the Landlord. They stated that they are not able to type in anything else.
8. The witness testified that in their office, they only have 1 account for the Portal and that they share it amongst the entire team that have responsibilities to file or access files.
9. The witness testified that if they complete the online application in the Portal, that there is no requirement to upload an L1 application.
10. The witness testified that once an application is complete, they download the pdf version of it. They also stated that their office uses both Google Chrome and Microsoft Edge to access the portal and Adobe software for the pdf.
11. On cross-examination, the witness testified that they did not advise the Board of this "glitch" because they did not think it was a serious issue.
12. The witness testified that they are aware of what section 185(1) of the Act requires.
13. The witness testified that the person completing the application will input their own name and then check the 2 certification boxes.
14. The witness testified that if they had to amend the application to correct the name of the applicant, that they could do that. They have not done so, because they did not note it as an error.
15. The Landlord submitted that there is a "glitch" in the TOP software such that they cannot enter the name of the applicant as being anyone other than the name of the corporate landlord, and that they cannot change that. Therefore, it is an error created by the Board and not that of the Landlord.

16. The Tenant submitted that the Landlord could not claim ignorance of law if they were aware of the requirements of section 185(1) of the Act. That if not able to satisfy the requirements online, they should print and amend.
17. The corporate landlord as a corporation may hold a legal “person” status, however, it is only a person authorized by the corporation that may sign documents on behalf of the corporation.
18. The corporation is not a natural person and could not complete online applications such as this, or sign documents. The Landlords agent named in the application could have selected the “Landlord Agent” or “Landlord Representative” as indicating who completed the application. They could then ensure that it is their name that is typed into the section indicating who signed the application. A cursory review of applications where Interrent Holdings is the applicant and where this legal representative is listed as the legal representative of the Landlord, the applications indicate that they have in other instances signed in their own legal name as a paralegal. This shows that contrary to the testimony that it has been possible to insert your own legal name and not that of the corporation.
19. The Board has the power to take judicial notice of proceedings at the Board involving this Landlord in accordance with *Lerose v. Princess Apartments*, 2022 ONSC 7 (Div. Ct.) at paragraphs 23 and 24.
20. It is sufficient that a name need only be typed into the form to meet the requirements of “signing” an application in accordance with O.Reg 516/06 paragraph 59.

59. (1) If the Board permits an application to be filed in an electronic format by electronic means, “sign” for the purposes of subsections 185 (1) and (2) and 186 (2) of the Act means to type one’s name on the application, and “signed” and “signs” have a corresponding meaning.

21. The term ‘applicant’ is not defined in the Act. The online Law dictionary featuring Blacks Law Dictionary 2<sup>nd</sup> Ed<sup>1</sup>., defines this term as:

This term applies to a person who files a petition or makes an application; the petitioner; or the person who is applying for a legal remedy to a problem.

22. I would note also, the term “applicant” is not defined as a person or as the Landlord in the Act. Section 2 definitions include:

“landlord” includes,

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<sup>1</sup> Online [The Law Dictionary](#) accessed March 7, 2024

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

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(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent;

“person”, or any expression referring to a person, means an individual, sole proprietorship, partnership, limited partnership, trust or body corporate, or an individual in his or her capacity as a trustee, executor, administrator or other legal representative;

23. Therefore, in the ordinary context of section 185(1) of the Act, it is my view that an applicant should be a natural person who is an agent of the corporate landlord with authority to bind the corporation such that they may seek to enforce the rights of the corporate landlord to commence legal proceedings. I would also note that since the witness was also a paralegal, that they could have signed the application in accordance with section 185(2) of the Act, and for reasons unknown have chosen not to.
24. The ordinary principles of statutory interpretation support the requirement of someone that initiates a legal proceeding, as in this case, is that the applicant is a natural person that is capable of signing a declaration, binding the corporation and signs in their own name. Although the corporation may have a legal identity, and be a “person” in law, the corporation could not certify the truthfulness of the application and certify their understanding that it is an offence to make a false declaration. It is for these reasons that only a natural person could and should “sign” their name into an application that initiates a legal proceeding. To find otherwise might be an overly broad interpretation of the Act, and otherwise undermine the intent created by the statutory requirement in the Act that an applicant shall sign their applications.
25. In this instance, the legislation and the regulation in question prescribe the manner of signature, that it can be typed in by the applicant. The legislation in this instance is remedial legislation with a tenant protection focus. If the legislature had intended that the “landlord” sign the application that is what the legislation would have indicated. This would then permit a corporate landlord who owns the property to sign. They did not; the requirement is for an applicant to sign an application.

26. The Landlord submitted that the Board has not issued a Practice Direction or notices of any kind to direct the legal profession on how to sign an online application in the Portal. I have given this no weight. A licensee of the Law Society of Ontario is expected to have the requisite knowledge and competency in the area of Law at the Administrative Tribunals they appear before. Therefore, it is not necessary to put the legal profession on notice of their statutory obligations set out in the Act and the Regulations.

27. I note that in the online Forms section of the Board’s website, the instructions for completing an L1 application direct that the name of a corporate Landlord is placed in the line section “first name”:

**Landlord's Name and Address**

In the *Landlord's Name and Address* section, fill in the landlord's name and address. If the landlord is a company, fill in the name of the company under **"First Name"**. Include both daytime and evening telephone numbers and a fax number and e-mail address, if you have them. (emphasis added)

28. In this application, the first name indicated is “Julie”.

LANDLORD NAMES AND ADDRESS	
<b>LANDLORD 1</b>	
Type:	<b>Company</b>
Company Name (if applicable):	<b>Interrent Holdings Manager LP</b>
Legal First Name:	<b>Julie</b>
Legal Last Name:	<b>Lloyd</b>

29. The Board has provided instructions for completing an L1 application relating to signatures. These are companion instructions to the L1 application on the forms section of the Board website. Those instructions for signature state:

**Part 7: Signature**

If you are the landlord, shade the circle marked "Landlord". Then, sign the application form and fill in the date.

If you are the landlord's representative, shade the circle marked "Representative".  
Then, sign the application form and fill in the date.

**PART 7: SIGNATURE**

**Landlord/Representative's Signature**

		/			/				
dd/mm/yyyy									

Who has signed the application? Shade the circle completely next to your answer.

Landlord  Legal Representative

30. In this instance, Julie Lloyd has testified that they are a licenced paralegal, and as we can see it is "Julie" whose first name appears under Landlord name and Address. Therefore, in my view the application instructions mean that the representative, a.k.a, an agent (within meaning of section 185(1) of the Act) or legal representative (within meaning of section 185(2) of the Act) must sign the application.

31. The Landlord acknowledged that the Board has permitted applications to be amended to ensure an application is properly signed. However, they also stipulated that this was a pre-portal era practice. They stated that they were unaware of any case-law in relation to this issue from the modern Portal era. The Board noted that not all decisions are being published on CANLii and that is why they may not be aware that this practice has not changed. They also submitted that those decisions would not be binding.

**It is ordered that:**

1. The request to review order LTB-L-009743-23 issued on December 12, 2023, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 12, 2023, is cancelled.

**March 26, 2024**

**Date Issued**

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**Robert Patchett**

Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.