



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

File Number: CEL-98744-21-RV

In the matter of: 59 BARLOW PLACE
PARIS ON N3L0H1

Between: Dinesh Jeganathan Landlord

and

Asma Nadjiba Tenants
Ben Habib

Review Order

Dinesh Jeganathan (the 'Landlord') applied for an order to terminate the tenancy and evict Ben Habib and Asma Nadjiba (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. (L1 application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because they have been persistently late in paying their rent; and because they substantially interfered with the reasonable enjoyment of the landlord or other tenants. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. (L2 application)

These L1 and L2 applications were resolved by order CEL-98744-21 issued on October 25, 2021 (the 'Board Order').

On October 26, 2021, the Landlord requested a review of the Board Order alleging there is a serious error(s) in the order specifically with the L1 portion of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. In summary: On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the Board Order or that a serious error occurred in the proceedings.
2. The hearing for the L1 and L2 applications was held on August 5, 2021 and both parties were present or represented at the hearing.
3. The requestor for the Landlord is the Landlord's Legal Representative ('LLR'). LLR claims the presiding Member (Vice-chair) erred in respect of the L1 application because

the Member determined the lawful rent had increased to \$664.30 on November 1, 2020 (para 3 of the Board Order), but then erred when the Member determined the N4 notice was defective.

4. In my review, I considered the N4 notice referred to by LLR in the review request. In the N4 notice, the rent for November 2020 is shown as \$664.30, but the rent charged for December 2020 is shown as **\$664.00**. While this may seem like a trivial inconsistency, in nonetheless is an inconsistency and falls short of the notice requirements that are set out statutorily in the *Residential Tenancies Act, 2006* (the 'Act').
5. Subsection 59(2) of the Act – which relates to N4 notices -- states:

*“The notice of termination **shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying**, on or before the termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.” [emphasis added]*
6. The Act is remedial legislation and sets out protections which address the general principle of procedural fairness. Procedural protections, such as a respondent’s right to know the case it has to meet, the right to make full answer and defence, and the right to a fair hearing are firm principles of our justice system.
7. Reference is also made to *Ball v Metro Capital Management Inc. [[2002] OJ No 5931 (Div Crt)]* (“*Ball*”)
8. *Ball* supports these principles, by stating a tenant needs to know the specific allegations against them in order, so they can be in a position to know the case that must be met and decide how to defend the allegations made against them.
9. In my view, the Board Order sets out the relevant or salient points considered by the presiding Member, and contains a reasonable basis for the determinations made by the Member based on the application and the submissions at the hearing. The Member clearly considered LLR’s arguments and provided a brief summary/analysis in the Board Order between paragraphs 3 to 5.
10. In accordance with Guideline 8 of the Board’s Interpretation Guidelines, therefore, a Member’s reasonable determinations and exercise of discretion, which includes any remedies ordered, will not be interfered with.
11. It is clear LLR and the Landlord are not satisfied with the resulting Board Order. A review is not an opportunity to re-argue one’s case in front of a different Member of the Board in the hope of a more favorable outcome. Neither is it an opportunity to present evidence and submissions at the time of requesting the review, which could and should have been presented at the original hearing (in this case, August 5, 2021).

It is ordered that:

1. The request to review order CEL-98744-21 issued on October 25, 2021, is denied. The order is confirmed and remains unchanged.



Alex Brkic
Member, Landlord and Tenant Board

November 1, 2021

Date Issued

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