



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

**Citation:** Hassan v Knight, 2023 ONLTB 77011

**Date:** 2023-11-23

**File Number:** LTB-L-042277-22-RV-IN2

**In the matter of:** 32 EVERGREEN LANE  
HALDIMAND ON N3W0C4

**Between:** Mahboob Hassan Landlord

**And**

Justin Knight Tenant

### Review Order

Mahboob Hassan (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Knight (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

the Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-042277-22 issued on August 17, 2023.

On August 17, 2023, the requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 18, 2023, interim order LTB-L-042277-22-RV-IN was issued, staying the order issued on August 17, 2023

This application was heard in by videoconference on November 14, 2023. The Landlord's daughter, S. Hassan and the Tenant attended the hearing.

### Determinations:



1. For the following reasons, the Tenant's request for review is denied. Although there may have been errors in the order. These errors are immaterial to the outcome. Therefore, the order remains unchanged.
2. The Tenants requested a review of the order. At the review hearing, the issues to be decided were:
  - a) That the Board seriously erred in finding that the Landlord compensated the Tenant an amount equal to one month's rent by September 30, 2022.
  - b) The Board seriously erred in finding that there was no last month's rent deposit.
  - c) The Board seriously erred in terminating the tenancy on September 1, 2023, as the Tenant requested to September 30, 2023.
3. There is no dispute that the Tenant vacated the rental unit pursuant to the order, on or before September 1, 2023, and that the Landlord compensated the Tenant an amount equal to one months rent and refunded them their last month's rent deposit on or before September 20, 2023. The request for review was filed by the Tenant after he had moved out of the rental unit.
4. I listened to the hearing recording in its entirety. It appears that the Landlord's evidence was that there was an attempt to pay compensation by a waiver of rent. It also appears that there was no evidence presented for the date for when this occurred. The member finds at paragraph 6 of their order that the Landlord compensated the Tenant an amount equal to one month's rent by September 30, 2022.
5. The Landlord did not compensate the Tenant twice and it was confirmed at the review hearing that compensation was provided to the Tenant on September 20, 2023, although the Board's order provides scarce reasons as to how the member came to this conclusion and may appear to be an error, I do not find it serious in this circumstance or material to the order. I say this because, the Tenant received the compensation pursuant to section 48 of the Act and had moved out of the rental unit as such this point is moot.
6. I come to a similar conclusion with respect to the issue pertaining to the Tenant's last month's rent deposit. Although the order states that there is no last month's rent on deposit, the Tenant was refunded their deposit by the Landlord. As such, this point is also moot.
7. Finally, the Tenant submits that the Board seriously erred in terminating the tenancy on September 1, 2023 as the Tenant requested to September 30, 2023. Relief from eviction is a discretionary finding made by the member. Deference should be given to the Member who heard the application, considered the evidence and submissions of the parties. I do not find that there was a misuse of the member's discretion in this case. Furthermore, the Tenant has already vacated and vacated prior to September 30, 2023, and so this point is also moot and immaterial to the findings in the order.
8. On the basis of the submissions made in the request and the evidence adduced at the hearing, although there may be potential errors in the order, I am not satisfied that those are serious enough to materially change the decision.

**It is ordered that:**



1. The request to review order LTB-L-042277-22 issued on August 17, 2023, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on September 18, 2023 is cancelled. The stay of order LTB-L-042277-22-RV-IN is lifted immediately.

**November 23, 2023**

**Date Issued**

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**Curtis Begg**

Member, 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.