



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

**Citation:** Griho Holdings Ltd. v Zhang, 2023 ONLTB 67840

**Date:** 2023-10-05

**File Number:** LTB-L-024605-22-RV  
LTB-T-064022-22-RV

**In the matter of:** 3, 237 WILBROD ST  
OTTAWA ON K1N6L8

**Between:** Griho Holdings Ltd. Landlord

**And**

Rui Zhang Tenant

### Review Order

Griho Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Rui Zhang (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Tenant applied for an order determining the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards; and that the Landlord or his agent harassed, obstructed, coerced, threatened or interfered with the Tenant and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.

The Board issued interim order LTB-L-024605-22/LTB-T-064022-22 on January 31, 2023. The Tenant requested a review of the interim order on March 2, 2023. I determined in review order LTB-L-024605-22-RV/LTB-T-064022-22-RV, issued on April 20, 2023, that it was appropriate to allow the Tenant to submit a full review request upon the conclusion of the Board proceeding. The Board was ordered to refund the Tenant's March 2, 2023 cost to request a review.

On June 30, 2023, the Board issued Board order LTB-L-024605-22/LTB-T-064022-22, resolving the applications.

On July 30, 2023, the Tenant requested a review of the June 30, 2023 final Board order.

A preliminary review of the review request was completed without a hearing. In addition to the June 30, 2023 final Board order, I also considered the January 31, 2023 interim Board order.



## Determinations:

1. I have listened to the hearing recordings and I have reviewed the Board's application record. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the January 31, 2023 interim Board order or the June 30, 2023 final Board order, or that a serious error occurred in the proceedings.
2. The Tenant disagrees with the presiding Board Member's finding of fact that the lawful monthly rent was \$1,600.00. The January 31, 2023 interim Board order, however, shows there were sufficient grounds for the Member to reasonably determine, on a balance of probabilities, that the Landlord did not offer to lower the monthly rent during the COVID-19 pandemic on a permanent basis. The order, for example, identifies the Landlord's agent's testimony that the Landlord permitted the Tenant to pay less than the monthly rent, starting April 1, 2022, with the expectation that the Tenant would begin paying the deferred rent owing as of April 1, 2022. The Member's finding of fact is therefore rational, and it is not capricious. As the trier of fact, the presiding Member was in the best position to consider the parties' evidence, submissions and credibility.
3. Although the Tenant submits in the review request that the Landlord's agent is not a credible witness, the hearing recordings, interim order and final Board order demonstrate the Tenant exercised their right to challenge the Landlord's evidence during the proceedings. The Tenant was therefore afforded procedural fairness, and the Member's findings, including those regarding the parties' credibility, are entitled to deference. Since the Board's review process is not an opportunity for a party to re-argue a matter that has been finally determined, the Tenant's attempt to repeat legal submissions that were introduced during the proceedings does not represent good cause to review the Member's January 31, 2023 interim finding, which was affirmed in the June 30, 2023 final Board order, that the monthly rent was \$1,600.00.
4. Similarly, the Tenant's attempt to re-argue other issues that arose during the proceedings, such as work done to address a water leak and to repair the radiator, are not grounds to review the January 31, 2023 or June 30, 2023 orders.
5. Having determined that there was no agreement to lower the rent – but instead an agreement to defer full payment of rent for twelve months – the presiding Member was correct to conclude that section 136 of the *Residential Tenancies Act, 2006* (the 'Act') was not applicable.
6. The Landlord's disclosure material includes a March 16, 2020 email message from the previous property owner to the Tenant, advising that the new property owner is GRIIHO HOLDINGS [*sic.*]. The Form N4 notice of termination and L1 Application form identify Griho Holdings Ltd. as the Landlord. Although the Landlord's agent Arif Mouhiuddin owns the corporation Griho Holdings Ltd., I find that no error exists in identifying the corporation as the Landlord in the application.
7. The hearing recording confirms the Tenant did not complain to the Landlord about not having air conditioning. Since subsection 30(1) of the Act requires the Board to consider whether the Tenant informed the Landlord of the alleged breach, it was reasonable for the presiding Member to dismiss the Tenant's claim.



8. It was also reasonable for the Member to dismiss the Tenant's claim regarding intermittent interruptions in internet service. The hearing recording confirms the Landlord changed the internet service to hard-wired service in the belief that it would improve signal strength and quality. There was no reliable evidence of a maintenance or repair problem with the internet service that required the Tenant to subscribe to a different internet service provider.
9. The hearing recordings show the presiding Board Member was required to interrupt from time to time to maintain proper order and to focus the parties' evidence and submissions on relevant matters. The Member's rulings to keep the proceedings moving forward were consistent with the Board's duty to control its process to resolve a dispute in an expeditious manner. The Member's efforts to ensure a fair and focused hearing do not give rise to a reasonable apprehension of bias. Instead, I find the Board Member's actions represent a measured response to the Tenant's occasional reluctance to move ahead with the proceedings.
10. The hearing recording confirms the parties introduced evidence about the Tenant's allegation the Landlord withheld the supply of adequate heat. The recording is not consistent with the Tenant's review submission that they did not have sufficient time to introduce evidence and make submissions on the issue of heat. At the hearing, the Tenant testified the Landlord remedied the heating issue after having a contractor attend at the rental unit twice on one day, approximately two days after receiving the Tenant's complaint.
11. Although the Tenant disagrees with the presiding Member's decision not to order the Landlord to pay an administrative fine, I find the Member's decision is rational and is entitled to deference. The Member determined from the evidence that an administrative fine was not required to promote the Landlord's future compliance with the Act's requirements. It is therefore evident the Member considered appropriate factors when determining whether to order an administrative fine. The Board's Interpretation Guideline 16, for example, states: "An administrative fine is remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006*". In the circumstances, I find the Tenant has not shown the Board Member erred by declining to exercise their discretion to order an administrative fine.
12. The Tenant has accordingly not demonstrated that a serious error may exist in the January 31, 2023 interim Board order or the June 30, 2023 final Board order, or that a serious error may have occurred in the proceedings. The Tenant's review request must therefore be denied.

**It is ordered that:**

1. The request to review order LTB-L-024605-22/LTB-T-064022-22, issued on June 30, 2023, is denied. The order is confirmed and remains unchanged.



**October 5, 2023**

**Date Issued**

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**Harry Cho**

Vice Chair, Landlord and Tenant Board

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