



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

**Citation:** Skinner v White, 2023 ONLTB 32444

**Date:** 2023-04-17

**File Number:** LTB-T-076012-22-RV  
(TET-20732-21)

**In the matter of:** 30 Silver Street  
Bowmanville Ontario L1C3C5

**Between:** Christine Skinner Tenant

**And**

Jodi White Landlord

### Review Order

Christine Skinner (the 'Tenant') applied for an order determining that Jodi White (the 'Landlord'):

- 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;
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard on May 31, 2022 and resolved by order LTB-T-076012-22 issued on March 6, 2023.

On April 5, 2023, the Tenant requested a review of the order.

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

### Determinations:

1. The Tenant's request for review alleges that the March 6, 2023 order contains a number of serious errors, that serious errors occurred in the proceeding and that the presiding Member was biased towards the Tenant.

2. I have listened to the May 31, 2022 hearing recording and have reviewed the Board's record. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the hearing order, or that a serious error occurred in the proceedings or in the presiding Member's exercise of discretion.
3. The Tenant's T2 application alleged that the Landlord harassed and substantially interfered with the Tenant to the point that the Tenant had to vacate the rental unit. The March 6, 2023 order dismissed the Tenant's application as the Member was not satisfied that the conduct of the Landlord triggered a breach of sections 22 and 23 of the *Residential Tenancies Act, 2006* (the Act). At the hearing, the Landlord consented to return to the Tenant the last month's rent deposit (\$1,500.00) and additional security deposit collected (\$1,500.00). The Landlord was ordered to return those amounts to the Tenant.
4. The request frequently alleges that the Member did not consider and/or disregarded the Tenant's evidence throughout the proceedings. I disagree with this allegation. The order and hearing recording clearly show that the Member allowed the Tenant and her legal representative to provide evidence and submissions at the hearing. Although the Member was not satisfied with the Tenant's evidence, this does not form a serious error in the order or suggest that the Member was biased towards the Tenant.
5. The Member was required to consider the evidence of both parties and make a finding based on the evidence before her. The request to review seeks to revisit the hearing Member's decision. While the Tenant clearly disagrees with the decision, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in hopes of a better outcome. I would not interfere with the assessment of the evidence by the hearing Member, who was in the best position to assess the credibility of the parties and had the opportunity of hearing the evidence in its totality.
6. The Tenant's request alleges that the Member erred in not considering evidence or conduct that occurred at the beginning of or after the tenancy had terminated. I find that the Member was correct in not considering this evidence as it is outside the Board's jurisdiction. Section 29(2) of the Act explicitly states that "No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred". As the Tenant's application was filed on November 15, 2021, the Board only had jurisdiction to award a remedy for conduct going back to November 15, 2020. Further, section 22 of the Act is clear that a claim for substantial interference is only properly before the Board if the conduct occurred during the Tenant's occupancy. Any conduct that occurred after the tenancy had terminated on November 30, 2020 is not properly before the Board, but may be subject to a claim before a court of competent jurisdiction.
7. The request also alleges a serious error as the Landlord was not ordered to pay to the Tenant interest on their last month's rent deposit. This sum was not claimed on the Tenant's application, and I further note that the T2 application is not the appropriate form for this remedy. The Tenant did not file T1 application to properly address this issue or request this remedy.

8. The Tenant's request also mentions concerns with her legal representative at the hearing and states that the Landlord has not yet paid the amount ordered to be paid pursuant to the March 6, 2023 order. I find that neither of these claims are serious errors in the order or the Board's proceeding.
9. If the Tenant has concerns about her representative's actions or services, the Tenant may seek a remedy from the Law Society of Ontario. The Board does not exercise jurisdiction over a Licensee's legal practise.
10. The Tenant's claim that the Landlord has not paid her the amount ordered in the March 6, 2023 order is also not a serious error in the order or the proceedings, but rather a ground for a claim before a court of competent jurisdiction.
11. In the absence of a demonstrable error in the March 6, 2023 order, or that a serious error occurred in the proceedings, the request to review the order must be denied.

**It is ordered that:**

1. The request to review order LTB-T-076012-22 issued on March 6, 2023 is denied. The order is confirmed and remains unchanged.

**April 14, 2023**

**Date Issued**

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Fabio Quattrociochi

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.