



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

Citation: Sanghera v Matyas, 2023 ONLTB 32377

Date: 2023-04-14 **File Number:**
LTB-L-034921-22-RV

In the matter of: 2257 HIGHWAY 24
SIMCOE ON N3Y4K2

Between: Kuldeep Sanghera Landlord

And
Mike Matyas Sharon White Tenants

Review Order

Kuldeep Sanghera (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Matyas and Sharon White (the 'Tenants') 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 Tenants remained in the unit after the termination date.

Kuldeep Sanghera (the 'Landlord') also applied for an order requiring Mike Matyas and Sharon White (the 'Tenants') 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.

This application was heard on February 8, 2023 resolved by order LTB-L-034921-22 issued on March 13, 2023.

On April 11, 2023, the Landlord requested a review of the order.

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

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

2. The Landlord's L2 application is based on an N12 notice of termination for Landlord's own use. The order issued on March 13, 2023 dismissed the application as the Member was not satisfied that the Landlord had paid to the Tenants compensation in the amount equal

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to one-months rent as required by section 48.1 of the Act and because the Member was not satisfied that the Tenants had wilfully and/or negligently damaged the rental unit.

3. The Landlord's request for review alleges that the order contains a serious error with respect to the finding that the Landlord did not pay the required compensation to the Tenants.
4. The request for review does not identify an error in the order or the proceedings, but rather disputes the Member's findings and as such is attempting to re-argue the matter.
5. The hearing record shows that the Member heard testimony from both parties respecting the issue of compensation being paid. The Member found that the Landlord's testimony was not credible as it was not consistent and evolved throughout the proceeding.
6. The Member correctly found that the Landlord cannot satisfy their section 48.1 obligation under the Act, by waiving a month's rent at any point during the proceedings and not expressly or informing this to the Tenants. The Member's order provides sufficient details and analysis in her findings.
7. The Member's findings of fact are entitled to considerable deference. I will not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of hearing the evidence in its totality.
8. Although the Landlord disagrees with the March 13, 2023 Board order, the Board's review process is not an opportunity for a party to re-argue a matter that has been finally determined. In the absence of a demonstrable error in the September 26, 2022 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-L-034921-22 issued on March 13, 2023 is denied. The order is confirmed and remains unchanged.

April 14, 2023

Date Issued

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.

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