



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

Citation: Ismail v Noman, 2022 ONLTB 12403

Date: 2022-11-15

File Number: LTB-L-021479-22-RV

In the matter of: UPPER, 5553 MEADOWCREST AVE
MISSISSAUGA ON L5M0V1

Between: Ahad Ismail Landlords
Chaudhry Muhammad Ismail

And

Muhammad Aman Saigal Tenants
Saira Noman

Review Order

Ahad Ismail, Chaudhry Muhammad Ismail (the 'Landlords') applied for an order to terminate the tenancy and evict Muhammad Aman Saigal, Saira Noman (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-021479-22 issued on November 3, 2022. The application was heard by videoconference on October 13, 2022. The Landlord, Chaudhry Muhammad Ismail, the Landlord's Legal Representative, and the Tenant's Representative attended the hearing.

On November 11, 2022, the Tenants requested a review of the order.

A preliminary review of the Tenants' request was conducted without a hearing.

Determinations:

1. For the reasons below, the Tenants' request is denied.
2. The request is based on serious error and not reasonably able to participate.
3. The request does not provide sufficient details to establish the Tenants were not reasonably able to participate. The Tenants were represented at the hearing by their representative.
4. The claimed amount in the application exceeding the Board's monetary jurisdiction (\$35,000.00) does not oust the LTB's jurisdiction. Parties are free to waive the excess and attorn to the monetary jurisdiction of the LTB or proceed in any court of competent jurisdiction if the wish to proceed for a claim in excess of \$35,000.00 (s.207 of the RTA).

5. While the amount the Tenants are required to pay to void the order exceeds the LTB's monetary jurisdiction (\$42,186.00), this is the amount the Tenants can choose to pay if they choose not to vacate the rental unit. Therefore, the LTB is not ordering this amount to be paid. This amount is optional and only required if the Tenants elect to remain in the rental unit (See *Hornstein et al. v. Royal Bank, 2010 ONSC 3134, TEL-80518-17-RV, TSL-86081-17*). The amount the Tenants are ordered to pay to the Landlord under the order is \$34,982.65.
6. The remainder of the review request raises issues that were already raised at the initial hearing with respect to a payment plan, offers to settle and the circumstances of the Tenants.
7. These issues were considered by the hearing member. The member gives detailed reasons for refusing to grant relief from eviction at paragraphs 11 and 12 of the order. These reasons are supported by the evidence and the hearing member's decision falls within the range of reasonable outcomes.
8. The request to review seeks to revisit the hearing member's decision. While the Tenants clearly disagree with the decision, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues. I would not interfere with the assessment of the evidence by the hearing member, who had the opportunity of hearing the evidence in its totality.
9. 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 or that the Tenants were not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-021479-22 issued on November 3, 2022 is denied.
2. The order is confirmed and remains unchanged.

November 15, 2022
Date Issued

Khalid Akram
Member, 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.