



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

Citation: Thomas v Hamza, 2025 ONLTB 44399

Date: 2025-06-06

File Number: LTB-L-010585-22-RV

In the matter of: BASEMENT, 763 ASHPRIOR AVE
MISSISSAUGA ON L5R3P1

Between: Sobey Paulose Thomas
Apurva Thomas

And

Shaima Hamza

I hereby certify this is a
true copy of an Order dated

JUN 06 2025

Landlord and Tenant Board

Landlords

Tenant

Review Order

Sobey Paulose Thomas and Apurva Thomas (the 'Landlords') applied for an order to terminate the tenancy and evict Shaima Hamza (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date, applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket costs the Landlords have incurred or will incur to repair or replace undue damage to property, and applied for an order requiring the Tenant to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlords' reasonable enjoyment of the residential complex or another lawful right, privilege or interest. 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-010585-22 issued, on May 7, 2025.

On May 16, 2025, the Tenant 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 a serious error occurred in the proceeding, or that there is a serious error in the order.
2. The May 7, 2025 order shows that the parties were aware of the issues to be determined and exercised the right to address those issues. The Tenant was afforded a full opportunity to respond to the Landlords' evidence at the March 18, 2025 Board proceeding and to introduce their own evidence. The Tenant was therefore afforded procedural fairness, and no error occurred in the proceeding.
3. Since the Tenant fully participated in the Board proceeding, the Tenant's review submission that seeks to revisit and respond to the Landlord's testimony about renovations is not good cause to review the May 7, 2025 order. The Board's review process is not intended as opportunity to re-argue a matter that has been finally determined, with the hope of achieving a different result.
4. Rules and policies regarding the disclosure of evidence are consistent with the Board's duty under section 183 of the *Residential Tenancies Act, 2006* (the 'Act') to ensure parties to a Board proceeding are afforded an adequate opportunity to know and respond to matters arising at the Board hearing. Rule 19.7 of the Board's Rules of Procedure permits the Board to refuse to accept and consider any evidence that had not been disclosed to the other party to a Board proceeding before the hearing date.
5. In the present case, having failed to disclose material to the Landlord, the presiding Board Member did not err by following Rule 19.7 and by refusing to admit and consider the Tenant's evidence. Although the Tenant writes in the review request that they were unaware of their obligation to disclose evidence to the Landlord, I find the submission is not reasonable and therefore not grounds to review the May 7, 2025 order. The notice of hearing reads: "All parties must give each other a complete copy of all the evidence they want to use during the hearing as soon as possible but **at least 7 days** before the hearing." **[Emphasis in original.]**
6. The Tenant does not explain why a video recording from January 20, 2023 was not reasonably available to be introduced at the March 18, 2025 Board hearing. The Tenant's assertion that they were "unaware of this evidence at the time" is inadequate. Without a description of the Tenant's efforts to prepare for the scheduled hearing, or any explanation why the Tenant only became aware of the video recording after the hearing, the Tenant has not established a reasonable exercise of diligence in the circumstances. I am therefore not satisfied that the video recording is "fresh evidence" as described in *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 (Div. Ct.) and in *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.); and the material is accordingly not grounds to review the May 7, 2025 order or to re-hear the Landlords' application.
7. The May 7, 2025 order shows there was sufficient evidence for the Board Member to find, on a balance of probabilities, that the Tenant caused undue damage to the rental property by installing wallpaper without the Landlords' consent. At paragraph 20, the

Member identifies photographs the Landlords entered as exhibits during the Board hearing. The Member writes: "The [Landlords'] pictures show that the rental unit was free of wallpaper. The Tenant did not show any photos proving otherwise. Therefore, I find it more likely than not that the Tenant installed the wallpaper."

8. Since there was sufficient evidence for the Board Member to find the Tenant installed wallpaper without the Landlords' consent, the Member's finding is rational and entitled to deference.
9. At paragraph 21, the Member explains that he relied on his expertise and knowledge as a Board adjudicator when he determined that it was reasonable to order the Tenant to pay the Landlords \$500.00 for the cost to remove the wallpaper and to repaint the walls. In doing so, the Member rejected the Landlords' claim for \$4,068.00, because the Landlords' invoice was not itemized and did not reliably set out the cost to repair and repaint the wallpapered areas of the property.
10. It is apparent from the May 7, 2025 order that the presiding Member considered relevant factors when he ordered the Tenant to pay the Landlords \$500.00. The Member, for example, noted the Landlords' invoice's low probative value and compared the scope of the work to repair the wallpapered wall against the Member's experience in residential tenancies matters. The Member's exercise of discretion to award the Landlords \$500.00 was therefore rational, and not arbitrary or capricious. In the circumstances, I find that the amount falls within a reasonable range of outcomes a Board adjudicator may reach when taking notice of a fact pursuant to section 16 of the *Statutory Powers Procedure Act*. The amount is therefore also entitled to deference, and no error exists in the Member's exercise of discretion to order the Tenant to pay the Landlords \$500.00 for the cost to repair walls at the rental property.
11. Having not established that an error occurred in the proceeding or exists in the May 7, 2025 Board order, the Tenant's request to review the order must be denied.

It is ordered that:

1. The request to review order LTB-L-010585-22 issued on May 7, 2025 is denied. The order is confirmed and remains unchanged.



June 6, 2025
Date Issued

Harry Cho
Vice Chair, Landlord and Tenant Board

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