



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

**Citation:** Fortier v Raffi, 2025 ONLTB 23460

**Date:** 2025-07-08

**File Number:** LTB-T-038883-23-RV-IN2

**In the matter of:** A, 401 SIXTH ST E  
CORNWALL ON K6H2P2

**Between:** Jason Fortier

**And**

Mohammad Raffi

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

**Jul. 8, 2025**

Landlord and Tenant Board

Tenant

Landlord

**Interim Order**

Jason Fortier (the 'Tenant') applied for an order determining that Mohammad Raffi (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 Application).

The Tenant applied for an order determining that 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 (T6 Application).

This application was resolved by order LTB-T-038883-23 issued on March 4, 2025.

On March 19, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that there is a serious error in the order and that they were not reasonably able to participate in the proceeding.

On March 21, 2025, interim order LTB-T-038883-23-RV-IN was issued, staying the order issued on March 4, 2025.

This application was heard by videoconference on May 8, 2025. The Tenant, the Tenant's Legal Representative, A. Miller, the Landlord's Legal Representative, L. Duchene, and the Landlord attended the hearing.

**Determinations:**

1. The rental unit was sold by the named Landlord on August 15, 2024.

2. Prior to the sale, the Tenant filed the application against the Landlord alleging he was denied access to the basement storage area and the laundry facilities. Following a hearing, the LTB ordered the Landlord to pay to the Tenant \$2,566.40 for substantial interference for the period from May 2022 to April 2023. The T6 application about maintenance was dismissed.
3. The Landlord alleged that there is a serious error in the order, and he was not reasonably able to participate in the original proceeding of January 20, 2025.
4. The Landlord testified that he did not attend the hearing because he did not receive the Notice of Hearing and was surprised by the outcome.
5. The Notice of Hearing was sent by email to the Landlord's Legal Representative on September 26, 2024. On the same date, she sent a letter to the Tenant's Legal Representative informing her that the rental unit was sold and asked if the application will be amended to include the new Landlord. The Landlord was aware of this communication, and of the hearing, but chose not to participate in the proceeding.
6. The Landlord argued that pursuant to section 18 of the *Residential Tenancies Act, 2006* ('the Act'), the responsibility for the tenancy had shifted to the new Landlord who should have been added to the application and he, removed. The Landlord claimed that he spoke with the new Landlords who are aware of the application and are prepared to respond.
7. The Tenant on the other hand, argued that the T2 application is based on the conduct of the Landlord which the new Landlords are not responsible for.
8. Section 18 of the Act provides:

***Covenants running with land***

*18 Covenants concerning things related to a rental unit or the residential complex in which it is located run with the land, whether or not the things are in existence at the time the covenants are made.*

9. In support of their position, the Landlord relied on TNT-20380-19 (Re), 2021 CanLII 101110 (ON LTB) where the LTB states in paragraph 12:

*'The courts have provided guidance in defining the principles concerning covenants that runs with the land. In the case of Royal Bank of Canada v. MacPherson, [2009] OJ No. 3806, the Divisional Court stated the following:*

*A covenant which runs with the land is binding upon the successive owners of the property, so that they can take the benefit of the agreement and are liable for any obligations it imposes.'*

10. Section 2 (1) of the Act defines a Landlord to include 'successors in title' of the owner of a rental unit. As successors in title, a new Landlord takes over or steps into the shoes of the old Landlord, and since they are entitled to benefits such as the collection of rent, it stands to reason that they take on liabilities too.

11. Given that covenants run with the land and the new Landlords are able to or should have inquired into any potential liabilities prior to the purchase of the rental unit and possibly taken that into consideration in the purchase agreement, I find that the LTB erred in conducting a hearing without notice to the new Landlords.
12. Based on the submissions made in the request, I am satisfied that there is a serious error in the order.
13. The Tenant's application will be heard again, and they will be directed to serve a copy of this order on the new Landlords as a matter of procedural fairness.
14. Should the Tenant require the contact information of the new Landlords, they must request that from the Landlord, who must provide it within 48 hours of the request being made.


**It is ordered that:**

1. The request to review order LTB-T-038883-23 issued on March 4, 2025, is granted. The order cannot be enforced.
2. The interim order issued on March 21, 2025, is cancelled, and replaced by this order.
3. The hearing is adjourned to a date to be scheduled by the LTB.
4. The LTB will send the parties a Notice of Hearing for the next hearing date.
5. The parties shall send their unavailable dates to the LTB on or before July 22, 2025.
6. On request, the Landlord shall within 48 hours, provide the contact information of the new Landlords to the Tenant.
7. The Tenant shall serve the new Landlords with a copy of this order.
8. On or before July 22, 2025, the Tenant shall amend the application to include the new Landlords, serve a copy of the amended application to the Landlords, new and old, and file a Certificate of Service indicating that they were served. The Tenant shall also upload a copy of the amended application to the LTB's online portal.
9. The Tenant must raise the request to amend the application at the commencement of the hearing.
10. The parties shall give to each other and to the LTB any evidence that relates to the application no later than seven days before the hearing. This includes any documents, receipts, photographs, recordings or like things the party intends to rely on at the hearing.
11. The parties shall organize their documentary evidence in a single, consecutively numbered PDF file.
12. The parties may also give disclosed material to the LTB by uploading the material to the Tribunals Ontario Portal ('TOP'). Uploading material to TOP does not constitute disclosure to the other party unless the parties have agreed in writing to exchange documents via TOP.

Self-represented parties may also file material with the LTB by email. The LTB's e-mail address is **ltb.evidence@ontario.ca**.

13. If parties want to make disclosure through the Tribunals Ontario Portal, they must sign and file the LTB's form called "*Consent to Disclosure through Tribunals Ontario Portal*" found on the LTB's website.
14. Pursuant to Rule 19.7 a party who fails to comply with an order for disclosure may not be permitted to rely on evidence that is not properly disclosed.

**July 8, 2025**  
**Date Issued**

  
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Jitewa Edu  
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.