



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

File Number: LTB-T-026642-24-RV

In the matter of: Unit 5002, 115 BLUE JAYS WAY
TORONTO ON M5V3T3

Between: Aaron Pittman Tenant
Pechie Wat

And

Ravi Poddar Landlord

Review Order

Aaron Pittman and Pechie Wat (the 'Tenant') applied for an order determining that Ravi Poddar (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-026642-24 issued on December 2, 2025.

On January 1, 2026, the Tenant requested a review of the order.

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

Determinations:

1. By way of background, the Tenant filed a T5 application as against the Landlord.
2. Pursuant to section 57(3)(1) of the Act, the Tenant was awarded, among other relief, the sum of \$11,400 for an *"increase (in) rent the Tenants have incurred for the one-year period"*. The Tenant alleges the member seriously erred in the member's interpretation and application of that section. On the basis of the submissions made in the request, however, I am not satisfied that there is a serious error in the order.
3. Section 57(3)(1.) of the Act provides that the member may order that the Landlord:

...pay a specified sum to the former tenant for all or any portion of any increased rent that the former tenant has incurred or will incur for a one -year period after vacating the rental unit
4. The Tenant's review request notes that the actual increased rent paid by the Tenant was \$1,630 per month, however the member chose to award the Tenant compensation based upon a lower rent differential of only \$950/month.

5. Section 57(3)(1.) is a discretionary remedy and in determining an amount to be awarded under that section, section 57(3)(1.) explicitly states that a member may award “all or any portion of any increased rent that the former tenant has incurred...”
6. While the Tenant takes issue with the member’s decision to consider an “average rent” charged/sought for the rental unit in the months that followed the Tenant’s departure, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in the hopes of a better outcome. Here, the Member essentially chose to award a portion of the Tenant’s actual increase in rent, with the member’s providing reasons for the lower rent differential calculation. In paragraph 107 of the order, the member explains that the Tenant failed to show that the new rental was comparable to the rental unit, or that the Tenant led sufficient evidence of their housing searches. The member’s exercise of discretion thus appears to balance the compensatory intent of section 57(3)(1.), as against the Tenant’s obligation to take reasonable steps to minimize their loss. The member’s exercise of discretion therefore does not appear to be capricious or unreasonable and is thus, entitled to deference. The Tenant’s review request is, accordingly, denied.

It is ordered that:

1. The request to review order LTB-T-026642-24 issued on December 2, 2025 is denied. The order is confirmed and remains unchanged.

January 5, 2026
Date Issued

Peter Nicholson
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.