



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

File Number: LTB-L-026631-25-RV

In the matter of: 137, 677 Park Road North
Brantford Ontario N3R0C2

Between: Stephen Clark Landlord

And

Sameep Dhaliwal Former Tenant
Suhkmani Dhaliwal

Review Order

Stephen Clark (the 'Landlord') applied for an order requiring Sameep Dhaliwal and Suhkmani Dhaliwal (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was resolved by order LTB-L-026631-25 issued on November 17, 2025.

On December 5, 2025, the Landlord requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. In the review request, the Landlord submitted that the Member erred by admitting the Former Tenant's evidence, but refusing to admit the Landlord's evidence, despite both being submitted less than 7 days prior to the hearing as required by Rule 19.1 of the Board's *Rules of Procedure*.
2. The Member admitted the N9 notice of termination, which was submitted properly by the Landlord. While the Member did not admit the lease agreement, he obtained all relevant information which would have been provided in the lease through oral testimony. The Tenant Placement Contract was not admitted as the Former Tenant did not have the opportunity to review it before the hearing, and it had no bearing on the outcome of the decision. I am satisfied that all the relevant evidence the Landlord provided was properly admitted and considered.

3. The Member admitted the Former Tenant's text messages as evidence, submitted six days before the hearing. The Landlord did not object to the text messages being admitted during the hearing, arguing instead that they did not constitute a valid agreement. The Landlord was able to explain his responses in the text messages and did not have any questions about them in cross-examination. As such, I am not satisfied that the Landlord was prejudiced in any way by their inclusion in the hearing. The Landlord was aware of their contents and responded in a fulsome manner.
4. In the review request, the Landlord submitted that the order incorrectly stated that "There is no dispute that the Former Tenant sent the Landlord a text message on October 20, 2024..." Having listened to the hearing recording, I am satisfied that this statement is correct. The Landlord did not dispute that the text messages were sent on the days they were sent.
5. In the review request, the Landlord submitted that the Member erred by finding that the parties entered into an implied agreement to terminate the tenancy, as they only had a brief text message exchange but no written agreement.
6. Courts have held that precursors to agreements may be treated as binding if the parties conduct themselves in a manner than demonstrates an intention to be legally bound by the terms. In this case, it was undisputed that there was no written agreement to terminate the tenancy. However, the Member found that there was a meeting of the minds, forming a binding agreement, based on the text message communications. The Member gave fulsome reasons which are consistent with the evidence provided. As such, I am satisfied that the Member considered the parties' evidence and submissions when making his determinations. The Member's finding was therefore reasonable and entitled to deference.
7. In the review request, the Landlord also provided additional submissions regarding the application. The Board's review process is not an opportunity for a party to re-argue a matter that has been determined, with the hope of achieving a different result. All evidence and submissions, and any issues with the opposing party's evidence, should have been presented during the initial hearing.
8. In the review request, the Landlord identified a clerical error in the end date of the fixed term of the tenancy. This is not a serious, reviewable error, as it does not affect the outcome of the decision. The Landlord may file a Request to Amend the order if he so chooses.
9. For all of the above reasons, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review order LTB-L-026631-25 issued on November 17, 2025, is denied. The order is confirmed and remains unchanged.

January 5, 2026

Date Issued

Kate Sinipostolova

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.