



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

File Number: LTB-L-032348-25-RV

In the matter of: 2108, 210 SIMCOE ST
TORONTO ON M5T 0A9

Between: Chloe Chan Landlord

and

Bailey Brant
Nicholas Hamzea Tenants

Review Order

Chloe Chan (the 'Landlord') applied for an order to terminate the tenancy and evict Bailey Brant and Nicholas Hamzea (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. 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.

The application was resolved by order LTB-L-032348-25 issued on October 9, 2025.

On October 9, 2025 the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 10, 2025 interim order LTB-L-032348-25-RV-IN was issued, staying the order issued on October 9, 2025.

The request for review came before me in videoconference room 149 on November 10, 2025.

The Landlord appeared in person and the Tenant Nicholas Hamzea appeared by his legal representative A. Golabgir attended the hearing.

As of 9:13 am, the Tenant Bailey Brant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

At the hearing, the parties jointly requested the following order. I was satisfied that the parties understood the consequences of their joint submissions.

Agreed Facts:

1. The Landlord has refunded the Tenants \$3,000.00 representing the last month's rent deposit.
2. Interest owing on the last month's rent deposit in the amount of \$56.10 remains unpaid and is credited towards the amount owing by the Tenants to the Landlord less the Landlord's costs of requesting this review.

It is ordered on consent that:

1. The request to review order LTB-L-032348-25 issued on October 9, 2025 is granted in part.
2. Paragraphs 2 to 6 of order LTB-L-032348-25 issued on October 9, 2025 are deleted and replaced with the following:
 2. The Tenants shall pay to the Landlord \$1,992.89 which represents the reasonable costs of repairing the damage or replacing the damaged property and the costs of filing this application.
 3. If the Tenant does not pay the Landlord the full amount owing on or before November 24, 2025, the Tenant will start to owe interest. This will be simple interest calculated from November 25, 2025 at 4.00% annually on the balance outstanding.
3. Interim order LTB-L-032348-25-RV-IN issued on October 10, 2025 is cancelled and the stay of order LTB-L-032348-25 issued on October 9, 2025 is lifted immediately.

January 29, 2026
Date Issued

Nersi Makki
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.