



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

File Number: LTB-T-068823-24-RV

In the matter of: MAIN/UPPER, 2 GLENROY RD
LONDON ON N5Z 3K9

Between: Ana Liliana Escobar Bastidas
Aida Luz Escobar Bastidas
Aura Garciela Escobar Bastidas Tenants

and

Tassiana Smith Landlord

Review Order

Ana Liliana Escobar Bastidas, Aida Luz Escobar Bastidas and Aura Garciela Escobar Bastidas (the 'Tenants') applied for an order determining that Tassiana Smith (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-068823-24 issued on May 13, 2025 following a hearing of May 6, 2025 that the Landlord did not attend.

On November 6, 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 November 7, 2025, the Board granted interim order LTB-T-068823-24-RV-IN staying the order issued on May 13, 2025 and directing a hearing of the Tenant's request for review.

The request for review came before me on December 3, 2025 in videoconference room 149.

The Landlord, the Tenant Ana Liliana Escobar Bastidas and the Tenants' legal representative Siobhan Rocks attended the hearing.

Determinations:

1. On May 6, 2025 the Board heard the Tenants' application for payment of the compensation owing to the Tenants under section 49.1 of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlord did not attend.
2. The Board determined that although claims of this nature are normally pleaded on the Board's form T1, the Tenants' claim pleaded on form T5 disclosed a properly constituted application under subsection 135(1.1) of the Act supported by adequate particulars to allow the respondent to know the nature of the claim. The Board granted the application

and awarded the Tenants an amount equal to one month's rent because the Board was satisfied this amount was still owing to the Tenants and was therefore money illegally retained by the Landlord.

3. The Landlord requests review of that decision. She agrees she did not pay the compensation in support of her N12 notice of termination given under section 49 of the Act but submits she should not have to because the Tenants allegedly damaged the rental unit.
4. The Landlord understood that the request for review must be denied because the Board's order discloses no error. It was granted based on facts the Landlord concedes. Whatever liability the Tenants may have for damages or anything else was not the subject of the application that was before the Board. As of the date of the hearing, there was no order of the Board awarding the Landlord compensation for damages or anything else.

It is ordered that:

1. The request to review order LTB-T-068823-24 issued on May 13, 2025 is denied. The order is confirmed and remains unchanged.
2. Interim order LTB-T-068823-24-RV-IN issued on November 7, 2025 is cancelled. The stay of order LTB-T-068823-24 is lifted immediately.

February 3, 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.