



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

Citation: Zakerzadeh v Seighalzanan mashhadi, 2026 ONLTB 9315

Date: 2026-01-26

File Number: LTB-L-020345-24-RV

In the matter of: 1609, 5500 YONGE ST
NORTH YORK ON M2N7L1

Between: Fariborz Zakerzadeh Landlord

And

Mahdi Seighalzanan mashhadi Tenants
Neda Seighalzanan mashhadi

Review Order

Fariborz Zakerzadeh (the 'Landlord') applied for an order to terminate the tenancy and evict Mahdi Seighalzanan mashhadi and Neda Seighalzanan mashhadi (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants.
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has willfully 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was resolved by order LTB-L-020345-24 issued on January 7, 2026.

On January 23, 2026, the Tenants Representative 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. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the December 17, 2025 proceedings. I am also not satisfied that the Tenant was not reasonably able to participate in the proceeding.
2. The review request submits that the Tenant, Neda Seighalzan Mashhadi, was not afforded procedural fairness because:
 - a) The Landlord's late filing of evidence and amended application was permitted;
 - b) She was denied an adjournment request;
 - c) She was denied the ability to call a witness;
 - d) She was not given the opportunity to give a fulsome defence on the basis of the Landlord's representative continuously interrupting her; and
 - e) The Tenant's Farsi interpreter was not licensed, resulting in the Tenant's inability to properly understand and provide an adequate response.
3. Rule 19.1 of the Board's Rules of Procedure provide that, unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the hearing.
4. In this case, the Tenant's representative raised preliminary issues with respect to the Landlord's late filing of evidence (evidence I.D. 6975765), and the amended application which was received 6 days prior to the hearing, December 11, 2025. The Amended application reflects the addition of the Landlord's claim for out-of-pocket expenses as a result of damages caused by the Tenant. The review request alleges that the Member failed to consider their adjournment request for them to call a witness as a result of the amended application.
5. The Landlord's representative submitted that the evidence was identical to that served in September 2024 (evidence I.D. 4164420). On review of the Board's records and as submitted by the Landlord's representative, the evidence was identical with the only difference being that evidence I.D. 6975765 has the pages numbered. The Board Member's determination to allow evidence I.D. 6975765 to be relied upon was therefore reasonable. The Tenant was not prejudiced by duplicate documentary evidence that was given to her since September 2024.
6. With respect to the amended application, it was undisputed that the nature of the damage claimed was the same. At no time in the hearing did the Tenant request an adjournment to allow a witness to attend to give evidence with respect to the amended application. In fact, when the Board Member asked if there were any additional witnesses, the Tenant's representative stated "no". Having not requested an adjournment at the December 17, 2025 hearing, the Tenant may not raise the matter now in this review request. The review request also fails to state who the witness would be, what the

witness intended to state or how the witness's testimony would change the outcome of the proceeding.

7. The review request alleges that the Tenant was not given the opportunity to provide fulsome response to the application on the basis that the Landlord's representative continuously interrupted the proceeding and because the Tenant's interpreter was not licensed, resulting in the Tenant's inability to provide fulsome responses.
8. On review of the hearing recording, the Landlord's representative objected when the Tenant's interpreter allegedly misinterpreted questions and or responses. The interruptions mostly occurred while the Tenant was being sworn in and when the Tenant was providing testimony on when the Tenant commenced her tenancy with the Landlord. At the hearing, the Tenant was given the opportunity to clarify her response and the Tenant's representative was given the opportunity to rephrase her questions. The Tenant was therefore afforded procedural fairness.
9. With respect to the Tenant's interpreter, I am not satisfied that the interpreter affected the Tenant's ability to participate in the hearing. The Tenant brought the interpreter of her choice. When the Landlord's representative questioned the interpreter's ability to properly interpret the Tenant's testimony, the Tenant's representative stated that the interpreter speaks perfect English and Farsi and had the ability to translate both languages. As such, it cannot be said that the interpreter affected the Tenant's ability to provide evidence and testimony.
10. The review further submits that the Board Member erred by allowing Sassan Emam (SE), the Landlord's witness to give testimony based on privileged settlement discussions.
11. On review of the Boards hearing recording, neither the Tenant nor the Tenant's representative raised an objection to SE acting as a witness. The hearing recording further shows that the Tenant also gave direct testimony of her alleged discussions with SE.
12. There is nothing in the record to support a determination that the hearing member applied improper principles in assessing SE's testimony or that there was insufficient evidence before the Board to support its conclusions. The opportunity to make full submissions and or objections was at the hearing stage not at the review stage of the proceedings. A review is not an appeal or an opportunity to change the way a case was presented.
13. The Tenant has accordingly not shown that a serious error exists in the January 7, 2026 LTB order or occurred at the December 17, 2025 hearing, or that the Tenant was not reasonably able to participate in that hearing. The Tenant's request to review the LTB order must therefore be denied.

It is ordered that:

1. The request to review order LTB-L-020345-24 issued on January 7, 2026 is denied. The order is confirmed and remains unchanged.

January 27, 2026
Date Issued

Mayra Sawicki
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.