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

File Number: LTB-T-000834-25-RV

In the matter of: Main Floor, 591 O'CONNOR DR
EAST YORK ON M4C3A2

Between: Ian Redcay
Lisa Simla — Tenant

And

Nesar Yasir — Landlord

Review Order

Ian Redcay and Lisa Simla (the 'Tenant') applied for an order determining that Nesar Yasir (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-000834-25 issued on November 18, 2025.

On December 14, 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 December 16, 2025 interim order LTB-T-000834-25-RV-IN was issued, staying the order issued on November 18, 2025

This review request was heard by videoconference on January 15, 2026.

The Landlord, the Landlord's representative Nesar Yasir and the Tenants attended the hearing.

Determinations:

Review request

1. The Landlord requested a review of order LTB-T-000834-25 issued on November 18, 2025 (the "Order") on the basis of serious error.
2. By way of background, the hearing member found that the Landlord had not rebutted the presumption of bad faith with respect to the Form N12 given to the Tenants and accordingly, the Landlord was ordered to pay monetary compensation.
3. The proposed occupant of the rental unit, being the Landlord's child, was not called testify at the hearing and the member drew an adverse inference as a result. The Landlord's review request (RTR) states the member erred (i) in stating the Landlord's son was "unavailable" to testify; and (ii) in drawing an adverse inference based upon his purported "unavailability".

In this regard, the Landlord indicated the Landlord's son was in fact, available to testify on the day of the hearing and noted the member never requested that the Landlord's son testify.

4. Based upon the submissions made, I do not find the member seriously erred. While the Landlord's son may have attended the merits hearing and in theory was "available" to testify, he was ultimately not called as a witness. As a result, I find it was reasonable for the member to find the Landlord's son was "unavailable" and to draw an adverse inference as a result.

5. The RTR also alleges the member misapprehended or disregarded material evidence, including but not limited to (i) the Landlord's son's updated driver's licence; (ii) the fact the Landlord's son moved into the rental unit after the Tenants vacated; and (iii) the surrounding circumstances concerning the Landlord's son's departure from the rental unit after only a few days.

6. Based upon the submissions made, I do not find that the hearing member erred. The member specifically noted at paragraph 7 that "*it was undisputed that the Landlord's son moved into rental unit on February 15, 2024, and moved out a week later*." As a result of the rental unit being re-listed for rent less than a year after the Tenant vacated, the member correctly noted that a rebuttable presumption was engaged. In paragraphs 12 to 31 of the Order, the member adequately explained why the Landlord had not rebutted the presumption of bad faith and the Order also shows the member specifically considered the Landlord's evidence as to the surrounding circumstances including why the Landlord's son did not stay in the rental unit. Ultimately, the member found the Landlord's testimony to be "*inconsistent, contradictory, and unreliable*".

7. Although it is clear the Landlord disagrees with the member's findings, 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. Moreover, a request will not be granted simply because a reviewing adjudicator might have come to a different conclusion about the evidence. Here, the Order shows the Member was attentive to the Landlord's arguments, but ultimately was not convinced the Landlord had rebutted the presumption of bad faith.

8. While the member did not specifically reference the Landlord's son's driver's licence, the member need not comment on each and every piece of evidence. Regardless, I do not find that this was a material omission that would otherwise potentially change the result of the Order.

9. At the review hearing, the Landlord also submitted the member erred in awarding general compensation to the Tenants in the amount of $3500.00. Although this submission was not included in the initial review request filed, for completeness, I note the member provided adequate and relevant reasons at paras 36 to 39 of the Order in justification of the amount awarded. In the circumstances, I find no error in the member's general compensation award.

Abatement

10. Lastly, the Landlord submits the member erred in awarding a 100% abatement for the loss of use and enjoyment of the rental unit for the period of time extending from December 15, 2023 (date of receipt of the Form N12) through to February 10, 2024 (date of departure).

11. In considering the Tenant's abatement request, the member notes that a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being

paid for then they are entitled to a proportional abatement, based upon the difference between what is being paid and what is received.

12. While the member correctly identifies the applicable legal principle, I find the member made an unreasonable exercise of discretion in ordering a 100% abatement. Typically, a 100% abatement would only rarely be awarded in those rare situations where a rental unit is uninhabitable and/or when the Tenant would otherwise be unable to reside in the rental unit. Here, The Tenants were still living at the rental unit for the period of time in question and accordingly, they were still deriving a substantial benefit from their occupation of the rental unit. I find the member seriously erred as a result of the quantum of the abatement awarded and therefore a limited rehearing for that portion of the Tenants' application was considered.

Limited rehearing re: abatement

13. The Tenant was asked about the period of time after receiving the Form N12 and it was noted that packing and preparing to move over the holiday period was stressful/ inconvenient. The Tenants noted they felt unwelcome as they knew the Landlord wanted them to vacate the rental unit.

14. The Landlord, in response, noted that there was never any request to the Landlord to stay beyond the termination date in the form N12.

15. Here, I find there was some additional disruption to the Tenants' ability to normally reside in the rental unit as a result of the timing of the notice (which was found to have been given in bad faith). In this regard, it was more difficult for guests to visit and more challenging to search for alternative housing over the holiday period. In the circumstances, I find an approximate 10% abatement for a total of $375 to be appropriate. The Order shall therefore be amended accordingly.

It is ordered that:

1. The request to review order LTB-T-000834-25 issued on November 18, 2025 is granted
2. LTB-T-000834-25 order issued on November 18, 2025 is amended as follows:

    (i) Paragraph 1 of the order is deleted and replaced with the following

    1. The total amount the Landlord shall pay the Tenant is $13,822.55. This amount represents:

        $375.00 for a rent abatement
        $9,600.00 for increased rent the Tenant has incurred for the one-year period from February 10, 2024 to January 10, 2025
        $299.55 for the reasonable moving, storage and other like expenses that the Tenant has incurred as a result of having to move out of the rental unit
        $3,500.00 for general compensation
        $48.00 for the cost of filing the application

3. The balance of order LTB-T-000834-25 issued on November 18, 2025 remains in full force and effect.

4. The interim order issued on December 16, 2025 is cancelled.

February 3, 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.