



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

Citation: Milicevic v Amin et al., 2026 ONLTB 6842

Date: 2026-02-06

File Number: LTB-L-037947-24-RV

In the matter of: STUDIO ROOM 3, 2180 DUNDAS ST W
TORONTO ON M6R1X3

Between: Mihajlo Milicevic a.k.a Mike Milicevic Landlord

and

Abdulsalam -m- Amin Tenant

File Number: LTB-L-037950-24-RV

And in the matter of: ROOM 4 - UPPER LEVEL, 2180 DUNDAS ST W
TORONTO ON M6R1X3

Between: Mihajlo Milicevic a.k.a Mike Milicevic Landlord

and

Shamsan A. Alayah Tenant

File Number: LTB-L-037954-24-RV

And in the matter of: ROOM 1 - UPPER LEVEL, 2180 DUNDAS ST W
TORONTO ON M6R1X3

Between: Mihajlo Milicevic a.k.a Mike Milicevic
Dejan Milicevic a.k.a Dan Milicevic Landlord

and

Michael Bradnam Tenant

Review Order

Mihajlo Milicevic a.k.a Mike Milicevic applied for an order to terminate the tenancies and evict Abdulsalam -m- Amin and Shamsan A. Alayah because the Landlord in good faith requires possession of their rental units for the purpose of residential occupation for at least one year.

Mihajlo Milicevic a.k.a Mike Milicevic and Dejan Milicevic a.k.a Dan Milicevic applied for an order to terminate the tenancy and evict Michael Bradnam because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

These applications were resolved by order LTB-L-037947-24 and order LTB-L-037950-24 and order LTB-L-037954-24 issued on September 12, 2025.

On October 12, 2025, Abdulsalam -m- Amin and Shamsan A. Alayah and Michael Bradnam (the 'Tenants') requested a review of the orders and that the orders be stayed until the request for review is resolved.

On October 15, 2025, the Board granted interim order LTB-L-037947-24-RV-IN staying order LTB-L-037947-24 issued on September 12, 2025 and directing a hearing of Abdulsalam -m- Amin's request for review.

On October 21, 2025, the Board granted interim order LTB-L-037950-24-RV-IN staying order LTB-L-037950-24 issued on September 12, 2025 and directing a hearing of Shamsan A. Alayah's request for review.

On October 15, 2025, the Board granted interim order LTB-L-037954-24-RV-IN staying order LTB-L-037954-24 issued on September 12, 2025 and directing a hearing of Michael Bradnam's request for review.

The requests for review were heard in videoconference room 149 on November 5, 2025.

The Tenants, their legal representative Gigi Yang, and the Landlord's legal representative Linda Flores attended the request for review hearing.

Determinations:

1. The Board heard these three applications on June 20, 2025 and granted them by orders issued September 12, 2025 because the Board found the applicants had proven the grounds of their application. The Board further found that the disrepair alleged was not serious and therefore did not require the Board to refuse termination under subsection 83(3) of the *Residential Tenancies Act, 2006* (the 'Act'). The Board determined it would not be unfair to delay eviction until November 30, 2025.
2. The Tenants seek review advancing the following grounds:
 - (a) The Board misapprehended or misapplied the test under subsection 48(1) of the Act;

- (b) The Board failed to consider evidence relevant to mandatory refusal of eviction under subsection 83(3) of the Act or failed to apply the facts to the correct legal test;
 - (c) The Board gave inadequate reasons for its findings.
- 3. I considered the parties' written and oral submissions and reviewed the hearing recording in its entirety.

Background and Procedural History

- 4. The three rental units are rooms within a single apartment on the second floor of a street-facing commercial unit. The Tenants occupy separate rooms and share common amenities. The owner, Mike Milicevic, applied to repossess the units so his son, Dan Milicevic, could live there with his family.
- 5. When the first of these matters came before the Board on July 30, 2024, the Board granted the Tenants' request to schedule the three applications together because the Landlord's evidence was common to all three.
- 6. At the outset of the hearing, the Board accepted the parties' joint submission that Dan Milicevic's testimony would be received once and treated as the applicants' case in all three applications, after which each respondent testified in turn.

The Test under 48(1) of the Act – Whose Good Faith?

- 7. During case management discussions with the Board, the Tenants pointed out that in file LTB-L-037954-24 both Mike Milicevic and his son Dan Milicevic are named as landlords in the application and in the N12 notice of termination which identifies the intended occupant as "Me". In the other two files, Mike Milicevic alone is named as the landlord and the notices identify "My child" as the intended occupant. The Landlord's representative explained the materials were drawn up to reflect the fact that Mike Milicevic and Dan Milicevic are both named as landlords in the tenancy agreement in respect of that unit.
- 8. The Tenants argued that only landlords can give notices of termination under section 48 and sought clarification of whether Dan Milicevic was appearing as a witness, a landlord or both. They also mentioned they had hoped to hear evidence from Mike Milicevic whom no one had summonsed. They did not request an adjournment and proceeded on the agreed basis that Dan Milicevic would give the applicants' evidence once for all three files. They did not argue that the legal test, or the presentation of the evidence or the assessment of that evidence, or the fairness of the proceedings would be affected by the fact that Dan Milicevic is both landlord and intended occupant in file LTB-L-037954-24. They cross-examined Dan Milicevic extensively but did not raise that subject or argue that anything turned on it.
- 9. Relying on *Mason v. Azubalis* (2025), the Tenants now argue the Board did not sufficiently distinguish between Mike Milicevic and Dan Milicevic and therefore conflated the occupant's intention with the Landlord's intention.

10. The Tenants also argue that because the notice of termination in file number LTB-L-037954-24 was given under clause (a) of subsection 48(1) and the other two under clause (c), the Board's failure to cite the separate provisions suggests the Board did not appreciate they were distinct grounds for termination. They further argue that Dan Milicevic lacked "standing", without further explanation.
11. In *Mason v. Azubalis* (2025), the Divisional Court found that the Board's repeated misreferences to the intended occupant as landlord throughout the decision showed the reasons "seem to indiscriminately interchange" the landlord and the intended occupant. In that decision the Board had "comingled" the intent of the landlord and the intent of the occupant to the point that it was unclear to the court whether the correct test had been applied.¹
12. No such danger exists in this case. Read fairly and in context, the reasons show the Board instructed itself on the applicable law by reference to binding authorities and applied the facts it was prepared to accept to the correct legal test.
13. The Board accepted the evidence of Dan Milicevic that he genuinely intended to live in the rental units with his family. The Board found sufficient proof on a balance of probabilities "that the Landlord in good faith requires possession of the rental unit for the purpose of their child's residential occupation for a period of at least one year." There is no suggestion of interchanging or commingling of the Landlord with the intended occupant.
14. In fact, the Board noted that the Landlord had not testified personally but it explained why his good faith intention had been proven through other evidence that the Board accepted, further demonstrating that the Board clearly distinguished between the Landlord and the occupant. The trier of fact can, but does not have to, infer the good faith intention of a landlord from on any credible evidence.² The Board scrutinized the stated intention of the occupant because that is a relevant evidentiary consideration.³ That the Landlord did not testify or that the reasons recite the testimony of the Landlord's witness does not mean that the Board conflated the good faith intention of one with the other. The Board's single reference to "daughter" is an obvious typographical error that does not undermine its analysis.

Mandatory Denial of Eviction Under Subsection 83(3) of the Act

15. The Tenants alleged maintenance issues involving pests, window problems and intermittent air conditioning. Their request for review adds that waste receptacles were not furnished to them which I did not hear raised in the recording.
16. The recording shows that on several occasions, the Board asked the purpose of the disrepair evidence. The Tenants' representative mentioned section 82 of the Act but conceded that provision has no application where a landlord is not seeking arrears of rent. The Board also invited the Tenants to present evidence of serious and ongoing breaches of the Act as the Board would be compelled to deny eviction under subsection 83(3) if the conditions were met. The Tenants' legal representative advised that the disrepair

¹ *Mason v. Azubalis*, 2025 ONSC 5770 at paras. 27-33 and 38.

² *Mason v. Azubalis*, at para. 25 (Div. Ct.).

³ *Mason v. Azubalis*, at para. 24 (Div. Ct.).

evidence was not presented for that purpose but to acquaint the Board with the general condition of the residential complex.

17. This aligns with the Tenants' theory of the case that the nature of the residential complex, with its limited amenities, small rooms, poor layout—and need for maintenance—made it unsuitable for the Landlord's son and his family of four. The Tenants therefore challenged the Landlord's good faith by questioning whether his son would truly give up his current comfortable accommodation to move his family into the rental units. Dan Milicevic's professed plan seemed implausible so the Landlord's professed good faith intention was unworthy of belief. The Tenants did not, at any point in the hearing, argue that subsection 83(3) required mandatory denial of eviction because Mike Milicevic or Dan Milicevic or either of them was in serious breach of their maintenance obligations.
18. The Tenants now argue their disrepair concerns did not receive adequate treatment by the Board. They submit the reasons are insufficient to demonstrate meaningful engagement with that issue and or to justify the Board's rejection of their evidence led in support of it.
19. The duty to give reasons is an essential aspect of procedural fairness.⁴ Reasons must address the central issues and concerns raised by the parties⁵ and explain the result sufficiently to permit meaningful review.⁶ Administrative decision-makers are not required to comment on every issue raised.⁷ They also have no obligation to adjudicate matters not placed before them⁸ or give reasons on them.⁹ Here, the Tenants confirmed subsection 83(3) was not in issue, so the Board had no obligation to make findings on that subject or give reasons for it.¹⁰
20. Still, the reasons for decision demonstrate that the Board was alive to its duty to consider that mandatory provision of the Act and turned its mind to whether it applied to the case. It correctly instructed itself on the meaning of "serious breach" contained in clause 83(3)(a) by reference to binding authority and determined that even the most serious of the Tenants' allegations, even if believed, would not rise to this level.
21. I agree with the Tenants that every witness, especially a party to the proceedings whose interests are affected, has a right to receive reasons sufficiently detailed to allow them to understand why their evidence was rejected on material issues. I accept this proposition as the correct statement of the law but it does not arise here. The Board did not reject the Tenants' evidence, but found that even at its absolute highest, their most serious concern would not meet the test of serious and ongoing breach laid down in the Divisional Court's decision in *Puterbough v. Canada Public Works and Government Services* (2005).¹¹ This is a finding of fact that is available on the evidentiary record supported by reasons that are legally sufficient.

⁴ *Baker v. Canada (Minister of Citizenship and Immigration)*, [1999] 2 SCR 817 at para. 43.

⁵ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 at para. 127 [*Vavilov*].

⁶ *McAvany v. Kingston Home Base Non-Profit Housing*, 2025 ONSC 1164 (Div. Ct.) at paras. 24-25.

⁷ *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65 at para. 3.

⁸ *Jedariah Drummond v. Ridgford Charitable Foundation*, 2024 ONSC 4658 at para. 41 (Div. Ct.); *Baig v. Williams*, 2016 ONSC 5380 at para. 9 (Div. Ct.).

⁹ *Kim v. Leung*, 2025 ONSC 6585 at para. 20 (Div. Ct.).

¹⁰ *Jackson v. Capobianco*, 2017 ONSC 3324 at para. 8 (Div. Ct.).

¹¹ [2005] O.J. No 5727 (Div. Ct.).

22. That the Board did not enumerate every one of the Tenants' complaints does not mean that they were not considered or that the Board's reasons were legally insufficient. Sufficiency of reasons is not assessed by length. Rather, reasons are to be read in the context of the proceedings that gave rise to them. Context includes the issues raised at the hearing, the evidence adduced and the arguments advanced.¹² It includes the evidentiary record¹³ and implicit findings.¹⁴ This approach puts substance over form in situations where the basis for a decision by a specialized administrative actor is evident on the record, but not clearly expressed in written reasons.¹⁵
23. Given that the Tenants had not argued termination must be refused under subsection 83(3), the treatment of the Tenants' allegations of disrepair in the Board's reasons is more than adequate. The reasons specify what the Board considered the most serious of the Tenants' concerns and explain why that would not engage clause 83(3)(a). The Board often makes no specific reference to subsection 83(3) because it is inherent every time the Board undertakes its legislated mandate to consider the totality of the disclosed circumstances.¹⁶ In this case, the Board went further and demonstrated that it had heard and considered the Tenants' evidence of disrepair and agreed that it did not engage subsection 83(3).

Discretionary Relief from Eviction

24. Mr. Amin, the respondent in file LTB-L-037947-24, says that the Board's reasons for its discretionary decision under section 83 of the Act are inadequate. He observes that some of his personal circumstances—his precarious immigration status and the housing difficulties occasioned thereby—were not specifically mentioned in the Board's reasons. He submits that because he received the same relief as the other respondents, it follows that his unique circumstances were either not considered, or if considered, not supported by sufficient reasons.
25. He also submits that the Board's reference to pre-hearing delay means the Board erred in the exercise of its discretion by considering an irrelevant factor. Mr. Amin is mistaken in this regard. Pre-hearing delay is an aspect of "all of the circumstances" that the Board is required to consider under section 83 of the Act and it properly informs the exercise of that discretion.¹⁷ The Board's reasons show that the Board specifically recognized the challenges Mr. Amin will face in finding other housing. The Board also considered the applicants' circumstances and determined it would not be unfair to delay eviction for 2½ months. This was a discretionary decision not subject to review absent an error in principle. No such error is shown.

¹² *Canada Forgings Inc. v. Atomic Energy of Canada Limited*, 2024 ONCA 677 at para. 22; *Law Society of Upper Canada v. Neinstein*, 2010 ONCA 193 at para 62.

¹³ *Boomer v. Arvane Farms Ltd.*, 2025 ONSC 1772 at para. 44 (Div. Ct.); *Govedaris v. McIlquham*, 2024 ONSC 5127 at para. 12 (Div. Ct.).

¹⁴ *Diamond Auto Collision Inc. v. The Economical Insurance Group*, 2007 ONCA 487 at para. 12.

¹⁵ *Vavilov* at para. 304.

¹⁶ *Burton v. Simmons*, [2018] O.J. No. 3043, 2018 ONSC 3484 at para. 15 (Div. Ct.); *Kim v. Leung*, 2025 ONSC 6585 at para. 21.

¹⁷ *Kim v. Leung*, 2025 ONSC 6585 at para. 19 (Div. Ct.); *Chan v. Tralen Investments Ltd.*, 2023 ONSC 4345 at para. 18 (Div. Ct.); *Schmidt v. Petticrew*, [1994] O.J. No. 2468 at para. 56 (Ont. Ct. Just. (Gen. Div.)).

26. The purpose of the Board's review process is to identify serious errors of fact or law and procedural defects that undermined the fairness of the proceedings. It is not intended as an opportunity to reargue the case or present it differently to achieve a different outcome.
27. Based on my review of the hearing recording, the evidentiary record, the reasons for decision, and submissions of the parties, I am not satisfied that there is a serious error in the orders or that a serious error occurred in the proceedings.

It is ordered that:

1. The request to review orders LTB-L-037947-24 and LTB-L-037950-24 and LTB-L-037954-24 issued on September 12, 2025 is denied. The orders are confirmed and remain unchanged.
2. Interim order LTB-L-037947-24-RV-IN issued on October 15, 2025 is cancelled. The stay of order LTB-L-037947-24 is lifted immediately.
3. Interim order LTB-L-037950-24-RV-IN issued on October 21, 2025 is cancelled. The stay of order LTB-L-037950-24 is lifted immediately.
4. Interim order LTB-L-037954-24-RV-IN issued on October 15, 2025 in cancelled. The stay of order LTB-L-037954-24 is lifted immediately.

February 6, 2026
Date Issued

Nersi Makki
Member, Landlord and Tenant Board

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