



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

Citation: Laurin v Underwood, 2026 ONLTB 14591

Date: 2026-02-12

File Number: LTB-T-078262-24-RV

In the matter of: 2805 Lakefield Road
Selwyn ON K9J6X5

Between: Nadine Laurin Tenant
Raymond Laurin

And

Stephen Underwood Landlord

Review Order

Nadine Laurin and Raymond Laurin (the 'Tenant') applied for an order determining that Stephen Underwood (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (T2 Application).

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 Application).

This application was resolved by order LTB-T-078262-24 issued on January 19, 2026.

On February 5, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. The Tenant alleged that their ATV was damaged by contractors the Landlord had at the property and in so doing, the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or the complex. The Tenant's case was dismissed because the Tenant did not lead sufficient evidence to establish on a balance of probabilities that the contractors broke the ATV.
2. The serious errors alleged by the Tenant can be summarized as follows:

1. The Tenant submits that the Board made an error in law by applying the wrong evidentiary standard.
 2. The Tenant submits that the Board failed to consider material evidence.
 3. The Tenant submits that the Board made an error in law by refusing to consider remedies under section 31 of the *Residential Tenancies Act, 2006* ('the Act').
 4. The Tenant submits that the hearing was procedurally unfair.
 5. The Tenant submits that the Board made a determination about what broke the ATV without any evidentiary foundation.
3. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
 4. The Tenant submits that the Board made an error in law by applying the wrong evidentiary standard. The Tenant submits that the Board imposed an expert mechanical engineering standard rather than the civil standard of a balance of probabilities.
 5. The order reflects that the Board correctly applied the standard of a balance of probabilities. The Tenant's allegation was that the Landlord's actions broke the Tenant's ATV. It was not unreasonable in those circumstances for the Board to expect the Tenant to provide sufficient evidence about why the ATV broke. I am not satisfied that the Board applied the incorrect evidentiary standard.
 6. The Tenant submits that the Board failed to consider the testimony from the Tenant's witness Ms. Hope West-Down. The Tenant submits that Ms. Hope West-Down testified that she believed the contractors used the ATV while dismantling a chicken coop on the property. The Tenant submits that this evidence would have supported an inference that the ATV was subject to load bearing or torque producing use resulting in the ATV breaking.
 7. The timestamp provided by the Tenant for when this testimony was given in the hearing is inaccurate. Ms. Hope West-Down testified about this issue at approximately 4:43:00 on the hearing recording. The witness testified that she did not see the contractors removing the chicken coop with the ATV but that she believed they used it because that's the only way she thinks they could break the back axle. Under cross examination she agreed that she did not see the contractors on the ATV.
 8. The Supreme Court in *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, at para. 3 affirms that administrative tribunals do not have to consider and comment upon every issue raised by the parties in their reasons. The order need only provide sufficient reasons. I find that it did. The order reflects that the Board Member considered the relevant issues and reasons have been provided regarding all those issues. I'm not satisfied that the order contains insufficient reasons by failing to consider the speculative and not direct evidence from the witness about why she believes the contractors broke

the ATV. Considering that evidence would not have changed the outcome of the hearing. The Board was not satisfied that the Tenant proved what broke the ATV.

9. The Tenant submits that the Board made an error in law by refusing to consider remedies under section 31 of the Act. An applicant must first prove a breach of the Act in order to receive a remedy. As no breach of the Act was proven it was reasonable not to award a remedy.
10. The Tenant submits that even if the Board had concerns about whether the contractors broke the ATV that the Board should have considered whether the contractor's moving the ATV substantially interfered with the Tenant's reasonable enjoyment of the rental unit or complex. I note that the only remedy requested on the application regarding the ATV is replacement costs for it and a tank of gas. If all the contractors did was move the ATV and did not break it, there is no rational connection between those actions and the remedy sought. It was therefore not a serious error to not award a remedy for the act of moving the ATV alone.
11. The Tenant submits that the hearing was procedurally unfair. The Tenant submits that the Member repeatedly interrupted the Tenant while they were presenting their evidence but permitted the Landlord to advance their position with less scrutiny. The Tenant submits that the Member demanded near expert level mechanical evidence while accepting an unsworn letter from the Landlord's contractors that was not subject to cross-examination. The Tenant submits that the Member responded dismissively when the Tenant sought to raise remedies.
12. I am not satisfied that the Tenant's submissions are sufficient to establish a finding that they were denied procedural fairness. The order reflects that the Tenant understood the relevant issues and was heard on those issues. While the Member may have interrupted the Tenant from time to time, the Member has an obligation pursuant to section 183 of the Act to run expeditious proceedings that afford to all persons directly affected by the proceedings an adequate opportunity to know the issues to be heard. The Tenant also does not submit that they were prohibited from providing relevant evidence, just that there were some interruptions while doing so. The Tenant had the burden of proof, and it was not procedurally unfair for the Board to hold the Tenant to that burden. The order does not mention the letter from the Landlord's contractor and therefore it was not central evidence used to make the Member's decision. The Board allows hearsay evidence, and I'm not satisfied that doing so establishes procedural unfairness, especially in a case where the hearsay evidence is not relied upon in the final order.
13. The Tenant submits that the Board concluded that the gearbox failure was due to the inevitable failure of a mechanical part in a 20-year-old ATV. The Tenant submits that this was a serious error because it lacked any evidentiary foundation. The Board did not conclude that the ATV broke because of a mechanical failure due to the ATV's age. The Board merely notes that they cannot conclude that the Tenant's explanation for why the ATV broke is more likely. The Board made no serious errors in this regard.

14. The review request is largely an attempt to reargue an application that has been finally determined. That is not the purpose of a review request. The Divisional Court in *Browne v. Henley Crescent*, 2026 ONSC 455 recently concluded that the Board made an error in law in conducting a review in the absence of a serious error. As in that case, the decision under review has the hallmarks of a reasonable decision. Disagreeing with a result is not sufficient to make a decision irrational. As the Supreme Court of Canada has pointed out, reasonable people can disagree; the fact that they do is not sufficient to make a decision unreasonable: see *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, at para. 83.)

It is ordered that:

1. The request to review order LTB-T-078262-24 issued on January 19, 2026 is denied. The order is confirmed and remains unchanged.

February 12, 2026
Date Issued

Amanda Kovats
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.