



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

**File Number:** LTB-L-010770-25-RV

**In the matter of:** 372 LEANNE LANE  
SHELBURNE ON L9V3Y6

**Between:** Yhanique Witter Landlord

**And**

Benita Raponi Tenant  
Dylan Raponi

### **Review Order**

Yhanique Witter (the 'Landlord') applied for an order to terminate the tenancy and evict Benita Raponi and Dylan Raponi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-010770-25 issued on February 6, 2026 as a result of a hearing that took place on January 27, 2026 where the Tenant was in attendance.

On February 18, 2026, the Tenant requested a review of the order.

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

### **Determinations:**

1. For the reasons that follow the request to review is denied and the order remains unchanged.

#### **REQUEST TO REVIEW**

2. The Tenant's request to review alleges the order contains a serious error when the presiding adjudicator found the air conditioning was check marked in the lease agreement in error. Further the Tenant asserts the presiding adjudicator unreasonably exercised their discretion in ignoring the written contract.
3. Essentially the Tenant disputes the presiding adjudicator's finding of fact that the air conditioning was not part of the lease agreement. Findings of fact are entitled to considerable deference. The Member who heard the evidence was in the best position to assess it.

4. So the question before me is whether it was unreasonable for the presiding adjudicator to find that air conditioning was not part of the lease agreement? I find it was not and say this for the following reasons.
5. First, it appears the documents - both the OREA forms and the standard lease agreement- were drafted by one of the Tenants, Sheila Raponi. This is confirmed by Form 160 titled "registrant disclosure of interest form" and the timing of the signatures on the standard lease agreement.
6. It is an established principle in our common law that ambiguities in a contract that affect the substantial rights and obligations of a party will be construed in favour of the party who did not draft the document. This general principle of construing ambiguities in a document against its drafter reflects the notion of comparative responsibility. Because the drafter could have avoided the ambiguous language, of the two parties, the drafter should bear the adverse construction: *Chilton v. Co-operators General Insurance Co.* (1997), 1997 CanLII 765 (ON CA), 32 O.R. (3d) 161 (Ont.C.A.).
7. In keeping with this principle, the finding that the air conditioning unit was not part of the lease agreement is consistent. Therefore I do not find this constitutes a serious error.
8. Second, the OREA form and schedules are not distinct from the lease agreement and make no mention of the air conditioner as an appliance or service available under the lease agreement. The standard lease agreement notes at section 15 that an attachment is included with additional terms that the parties have agreed to. So I do not find the presiding adjudicator's reliance on the schedules attached to the lease was unreasonable and constitutes a serious error.
9. Section 202 of the *Residential Tenancies Act, 2006* states:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.
10. So the presiding adjudicator's finding to disregard the explicit checkmark on the lease agreement and rely on the nature of the correspondence between the parties and terms expressed on the schedules attached to the lease agreement was well within their purview and I do not find in doing so, there was any serious error in procedure or on the order.
11. Finally, with respect to the correspondence submitted into evidence by the parties, the following messages that were presented into evidence make it clear that there was no

commitment on the Landlord's part for air conditioning to be included under the lease agreement. Without anything more presented by the applicant to corroborate their stance that air conditioning was included under the lease, I do not find there to be a serious error in the order.

12. 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 proceedings and the request to review is denied.
13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The request to review order LTB-L-010770-25 issued on is denied. The order is confirmed and remains unchanged.

**February 20, 2026**  
**Date Issued**

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**Sonia Anwar-Ali**  
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.