



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

Citation: Abdallah v Mawagdeh, 2026 ONLTB 2359

Date: 2026-03-03

File Number: LTB-L-033544-25-RV

In the matter of: 517, 50 ANN O'REILLY RD
NORTH YORK ON M2J0C9

Between: Barwaaqo Abdallah Landlord

And

Fadi Mawagdeh Tenant

Review Order

Barwaaqo Abdallah (the 'Landlord') applied for an order to terminate the tenancy and evict Fadi Mawagdeh (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-033544-25 issued on December 2, 2025.

On January 1, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that there is a serious error in the order.

On January 5, 2026, interim order LTB-L-033544-25-RV-IN was issued, staying the order issued on December 2, 2025.

This request was heard by videoconference on January 29, 2026. The Landlord, the Landlord's Legal Representative, A. McMaster, the Tenant's Legal Representative, T. Bui, and the Tenant attended the hearing.

Determinations:

Overview

1. On April 7, 2025, the Landlord served the Tenant with a Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit (N12) with

a termination date of June 30, 2025. The Landlord claimed that she required vacant possession of the rental unit for herself.

2. Following a hearing on July 28, 2025, order LTB-L-033544-25 granted the Landlord's request to terminate the tenancy. The Tenant alleged that there is a serious error in the order.
3. The majority of the contents of the review request are simply a repeat of arguments that were made at the hearing. The Tenant did not identify a serious error in the order or in the proceedings. I am satisfied that the Member meaningfully considered the evidence of the Landlord (the Tenant offered none), and the submissions from both sides before a finding that the Landlord in good faith required vacant possession of the rental unit. The decision is entitled to deference for the reasons that follow.

Review Request

4. The Tenant argued that the LTB made unreasonable findings of fact, failed to consider material issues, and placed unreasonable limits on the Tenant's submissions. In support of their assertions, the Tenant argued that the Member specifically:
 - a. failed to consider the Landlord's prior request, in 2022, for vacant possession of the rental unit for her brother,
 - b. limited the Tenant's cross examination of the Landlord on the 2022 events despite opposition from the Tenant,
 - c. told the Tenant to move on from the evidence regarding the 2022 event and stated that he was unsure of the relevance of a recording in which the Landlord said her brother was hellbent on moving into the rental unit,
 - d. ignored the Tenant's claims of harassment by the Landlord, did not grant relief from eviction under section 83 (1) (c), and stated that the Tenant could not raise the issue of harassment which should have been brought under section 82 of the Act, and
 - e. ignored the evidentiary record showing that in January 2023, the Landlord claimed in a filing before the LTB that she would be forced to close her medical practice within four months if vacant possession of the rental unit is not granted.
5. The Landlord opposed the Tenant's request stating that the Tenant simply disagreed with the Member's decision and seeks an opportunity to present better evidence. The Member's decision is subject to deference as it is reasonable, and addresses the issues raised by the Tenant.

Analysis

6. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding*".
7. Based on the foregoing, including a review of the recording of the proceeding, I am not satisfied that the order contains a serious error.

8. The recording demonstrates that during cross examination of the Landlord regarding her request for the Tenant to vacate the unit because of her brother, the Member indicated that he had received sufficient evidence on the issue and wanted the Tenant to move on to the N12 notice which the Tenant received in April 2025. The Tenant pushed back stating that the 2022 incident was relevant to the merits of the application and was permitted to ask further questions.
9. The Member acknowledged in the recording that the Tenant's point about context from the 2022 incident was important. This acknowledgement is also reflected in paragraph 18 of the order where the Member states:

The Tenant's Legal Representative asked that I take a global view of the circumstances surrounding the evolution of the Landlord's actions taken in seeking to obtain possession of the rental unit, including communications dating back to early 2022 where she indicated that she wanted the unit for her brother. In coming to my decision, I have closely reviewed and considered the entire history of the matter.

10. Consequently, I am not satisfied that the Member placed unreasonable limits on the Tenant's submissions.
11. Additionally, the Landlord did not dispute the incident regarding her brother or the service of a notice of termination in 2022. When the Tenant mentioned a recording in which the Landlord stated that her brother was hell bent on moving into the rental unit, the Member first asked the purpose of the recording, promised to listen to it after the hearing and correctly stated that the recording did not disclose a disputed issue. Pursuant to rule 1.6 (p) of the LTB's Rules of Procedure, in order to provide the most expeditious and fair determination of the questions arising in any proceeding, a Member may *limit the evidence or submissions on any issue where satisfied there has been full and fair disclosure of all relevant matters*. Therefore, I am not satisfied that the Member made an unreasonable or unsupported finding of fact on a material issue.
12. The recording further disclosed that the Tenant sought and received the Landlord's explanation on the claim in 2023 that she would have to shut down her medical practice if she were unable to move into the rental unit and be closer to work. The Landlord explained that the closure was no longer necessary because her colleagues agreed for her to temporarily work three days a week due to her long commute. In the absence of any evidence to the contrary, the Member found the Landlord's explanation reasonable.
13. On the issue of retaliation raised pursuant to section 83(2)(1)(c) of the Act which provides that the LTB shall refuse to terminate the tenancy if the reason for the Landlord's application being brought is that the tenant has attempted to secure or enforce his or her legal rights. The Tenant asserted that the Member did not consider the claim of retaliation which stemmed not only from the service of the N12 notice but the claim that the Landlord's brother intended to occupy the unit.
14. There was no meaningful evidence before the Member to support a finding that the Landlord filed the application to evict the Tenant because the Tenant attempted to secure or enforce his legal rights. The Member considered the Tenant's submissions that, when he refused to vacate the rental unit in 2022 at the end of the fixed term for the Landlord's brother, she decided that she would occupy the unit.

15. While the Member may not have mentioned section 83(2)(1)(c) of the Act specifically, they considered the actions of the Landlord and state in paragraph 21 and 24 of the order:

I accept the Landlord's explanation for the changes in plans for the occupation of the rental unit before the issuance of the first N12 notice, where she had verbally indicated to the Tenant that her brother was moving back to Canada from Lebanon and needed the rental unit for the use of him and his family. The Landlord clearly explained that her brother's circumstances had changed and that she had come to the decision that it was important for her to move closer to her place of work.

I do not see the issuance of the various notices by the Landlord as being in bad faith. While the Landlord clearly misstated how tenancies transition from a fixed term to month-to-month back in 2022, I find that this appears to have been more from ignorance on the part of the Landlord than anything else. The numerous N12 notices issued by the Landlord have not been successful for a variety of administrative reasons that I will not impart any malintent upon. The other applications initiated by the Landlord have been discontinued and withdrawn without findings by the Board, and the matters therein have not been pursued subsequently due to the Landlord's stated desire to focus on her N12 notice for own use.

16. Given the foregoing, I do not accept the Tenant's claim that the Member accepted the Landlord's evidence without an analysis on her 'contradictory positions' or that he excused her 'ignorance.' At a hearing before the LTB, the standard of proof is on a balance of probabilities, not proof beyond reasonable doubt. Based on the evidence presented, a Member needs only find one party's evidence more probable than the other. In this case, the Member found on a balance of probabilities that the Landlord in good faith requires vacant possession of the rental unit for their occupation.
17. The order is not outside the usual range of remedies or results and is sufficiently backed up by reasons explaining the result. Pursuant to Guideline 8 '*Orders granting relief from eviction (RTA s. 83(1)) or awarding specific remedies involve an exercise of the original hearing Member's discretion and are entitled to deference. The LTB will not exercise its discretion to review these types of decisions where the result is within the range of reasonable, acceptable outcomes.*'
18. 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.

It is ordered that:

1. The request to review order LTB-L-033544-25 issued on December 2, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 5, 2026, is cancelled. The stay of order LTB-L-033544-25 is lifted immediately.

March 3, 2026
Date Issued

Jitewa Edu
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.