



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

Citation: Cornerstone Select Properties Inc. v Bremner, 2026 ONLTB 13031

Date: 2026-03-06

File Number: LTB-L-013015-23-RV

In the matter of: 2, 130 HUNTER ST W
HAMILTON ON L8P1R1

Between: Cornerstone Select Properties Inc. Landlords
Alokin of Hunter Street Inc.

And

Kathie Bremner Tenant

Review Order

Cornerstone Select Properties Inc. and Alokin of Hunter Street Inc. (the 'Landlords') applied for an order to terminate the tenancy and evict Kathie Bremner (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-013015-23 issued on November 1, 2023.

On July 2, 2024, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 2, 2024, interim order LTB-L-013015-23-RV-IN was issued, staying the order issued on November 1, 2023.

The request for review was heard by videoconference on January 7, 2026. The Landlord's agent, Violeta Kocalev, the Landlords' legal representative, Adam Hamdani attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request:

1. In the middle of the proceeding, the Tenant requested an adjournment as they felt as though they needed the assistance of counsel. For the following reasons, the request for the adjournment was denied.
2. Section 183 of Residential Tenancies Act, 2006 (the 'Act') directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords all persons directly affected by the proceeding an adequate opportunity to know the issues

and to be heard on the matter. Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing¹.

3. Section 10 of the *Statutory Powers Procedure Act* (SPPA) states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on that ground². The onus is on the party wishing to be represented to make all reasonable efforts to find a representative able to represent them at the hearing once they become aware of the hearing date. Parties are expected to exercise their own due diligence in preparing for a proceeding³, this would include retaining a representative.
4. The Tenant's request for an adjournment came during the discussion about the pleadings contained in their review request, specifically whether the application of *Res Judicata* should apply. The Tenant said that they felt this was "too complicated" for them to continue. I will also note that after listening to the hearing recording of the July 14, 2023, hearing at 1:57:19 (almost 2 hours into the hearing) the Tenant also asks the Board Member at that hearing for an adjournment to obtain counsel.
5. This was the Tenant's request for review, the Tenant also confirmed that she drafted the request for review themselves. The Tenant ought to have been prepared to speak to their request for review. The Tenant was allotted an opportunity to speak to duty counsel prior to the commencement of the hearing. The request for review was filed on July 2, 2024, therefore, the Tenant had an adequate opportunity to retain counsel prior to the hearing, especially if the Tenant felt that they needed counsel as early as July 14, 2023. The request for the adjournment was denied.

Request for Review:

6. In their request for review, The Tenant alleges that the following issues amounted to serious errors in the proceeding and that the Tenant was not reasonably able to participate in the proceedings:
 - That the Board improperly amended the application to add Alok of Hunter Street Inc. as a named Landlord to the application.
 - That the Board failed to consider the previous determinations in SOL-20565-24 and SOL-20565-21-RV and the legal doctrine of *Res Judicata*. Therefore, the Board did not have the jurisdiction to hear the application.
 - That the Board failed to consider the best evidence in accordance with the *Evidence Act*, and improperly considered hearsay evidence.
 - The Board incorrectly summarized or mistook the Tenant's evidence.
 - The Tenant alleges that they were continuously cut off by the Board, their evidence was limited, and they were not given a fulsome opportunity to cross examine the Landlord's witness VK.

¹ [Interpretation Guideline 1: Adjourning and Rescheduling Hearings](#)

² *ibid*

³ *Q Res IV Operating GP Inc. v. Berezovs'ka*, [2017 ONSC 5541](#) (Div. Ct.)

7. To address the Tenant's review request, I have reviewed the written submissions of the Tenant (19 pages of submissions, most of which were specific examples of disagreement with the Board's findings) as well as the entirety of the hearing recording of the July 14, 2023, hearing.
8. On the basis of the submissions made in the request, I am not satisfied that there are serious errors in the order or that serious errors occurred in the proceedings, or that the Tenant was not reasonably able to participate in the proceeding. Therefore, the request for review is denied.

A: Amendment to the Application:

9. The Tenant says that the Board improperly allowed the Landlord's legal representative to add a party to the application. Also, that the Landlords' legal representative lacked the authority to do so. For the following reasons, I disagree.
10. Pursuant to subsection 200(1) of the Act an applicant may amend an application to the Board in accordance with the Rules. Subsection 201(1)(f) the Board has the authority to amend an application on its own motion where it considers it appropriate and if amending the application would not be unfair to any party.
11. The Board issued LTB-L-013015-23-IN on June 29, 2023, for issues raised presumably at the hearing scheduled on June 19, 2023. The Landlords' legal representative requested to amend the application to add Alokini of Hunter Street Inc. ('Alokini') as a named Landlord⁴. The Tenant agreed that Alokini is her landlord. Therefore, the Board consented to the Landlords' request and amended the application to include the two Landlord parties.
12. There is no dispute that Alokini is the entity that owns the residential complex- therefore, they meet the definition of landlord under the Act. The Tenant did not, nor does not, dispute, that Alokini is one of their landlords. There was nothing improper about the Board exercising its authority to amend the application. As already mentioned, the Board has the authority to amend the application on its own motion, it does not need the consent of the parties- therefore, I do not find the Tenant's secondary argument regarding the representative's authority holds much weight. As a serious error does not exist, the claim must be dismissed.

B: Previous Determinations and Res Judicata:

13. The Tenant submits that the Board did not have the jurisdiction to hear the application as Cornerstone Select Properties Inc ('Cornerstone') was previously found by the Board to not meet the definition of landlord as defined by the Act and therefore, the Board was required to apply the legal doctrine of *Res Judicata* to this issue. The Tenant also submits that she feels it is unfair to allow an applicant to persistently file applications for the exact same issue repeatedly until they can find a Board Member that will eventually agree with them.

⁴ LTB-L-013015-23-IN, paragraph 2.

14. As explained below, I find that the Tenant has failed to establish that a serious error occurred during the proceedings. The Board considered the previous determinations and did have the jurisdiction to hear the application.
15. SOL-20565-21 was an application because the Tenant had been persistently late in paying their rent. The parties in that application were Cornerstone and the Tenant. On September 28, 2021, the Board issued an order finding that Cornerstone did not meet the definition of landlord as defined by the Act and therefore was not permitted to sign and file applications at the Board as a landlord. The application was dismissed.
16. Cornerstone filed a review of that decision, arguing that the Board erred in its interpretation of the definition of landlord. The Board conducted a preliminary review without a hearing and concluded that the Landlord did not present sufficient evidence to substantiate a finding on a balance of probabilities, that they in fact meet the definition of landlord⁵.
17. In this application, the Board considered the Tenant's submission and included it in its analysis. It is clear that the two previous Board decisions as well as one additional one (LTB-L-000289-22) were considered⁶. The Board concludes that based on the evidence adduced at that hearing, Cornerstone meets the definition of landlord as defined by the Act.
18. The doctrine of *res judicata* operates to ensure finality of decisions and to prevent an abuse of process. It stops a party from being able to seek another order on the same issue. In essence, it prevents a "second kick at the can". It has two aspects, issue estoppel and cause of action estoppel. The test for issue estoppel has three elements, which all must be present:
 - i. the same question has been decided;
 - ii. the decision which is said to create the estoppel was final; and,
 - iii. that the parties to the prior decision were the same persons as the parties to the proceeding in which the estoppel is raised.
19. The Board has a residual discretion as to whether to apply the doctrine of *res judicata* even if all three of these criteria are satisfied. Further, *res judicata* or issue estoppel should not be applied in circumstances that would create an injustice.
20. The Tenant's argument on this issue must fail as part 3 of criteria above has not been met as the applications contain different parties.
21. SOL-20565-21 and the review of that application, was between Cornerstone and the Tenant- unlike this application which includes Alok. As the parties are not the same the doctrine would not apply.
22. Even if I am wrong, and in the alternative, another issue with the Tenant's position is that the application of the doctrine is discretionary. At paragraph 34 of the order, the Board considers this:

⁵ SOL-20565-21-RV, issued October 27, 2021

⁶ LTB-L-013015-23, Nov 1, 2023, para 31-42

The review decision states that based on the evidence adduced at the hearing (that Cornerstone collected rent and disbursed it to the Landlord), Cornerstone does not fit the definition of landlord under the Act. This is not the same as a finding that Cornerstone is not a landlord. It means simply that the Landlord did not provide any further information at the hearing about Cornerstone's role that would allow a finding that Cornerstone was a landlord.

23. Additionally, during the hearing the Board Member states to the Tenant that they have looked at the previous orders, however, are not Bound by other LTB decisions and that they would make a determination based on the facts and evidence they hear at this hearing⁷. The Board correctly did not apply the doctrine in a manner that would create an injustice. It considered the evidence before it, and the interpretation of that evidence is given considerable deference. As the Tenant has failed to establish that a serious error exists, this ground for review must be dismissed.

C: Admission of Evidence in Relation to the Evidence Act & Mistakes of Findings of Fact:

24. The Tenant argues that the Board erred in not considering the best evidence before it in accordance with the *Evidence Act*.
25. The issue with this argument is that the Board is not actually required or obligated to conform to the *Evidence Act*. This is because of section 15 of the SPPA, Subsection 15(1) says:
- (1) Subject to subsections (2) and (3), a tribunal may admit as evidence at a hearing, whether or not given or proven under oath or affirmation or admissible as evidence in a court,
 - a) any oral testimony; and
 - b) any document or other thing,
 relevant to the subject-matter of the proceeding and may act on such evidence, but the tribunal may exclude anything unduly repetitious.
26. The portion of the order that discusses a summary of the evidence adduced by the Landlord at the hearing are found at paragraphs 21 to 30 of the order. At paragraph 21, the order suggests that the Board accepted a one-year rental agreement for the rental unit. The order also takes note that the Tenant claims that this document was "falsified" and that she "does not believe that it is her signature" on the document⁸. The Tenant also claims that the letter dated December 28, 2022, should not have been accepted and that it was an error in law for the Board to accept these documents without first conducting a *voir dire*.
27. The Tenant submits that the Board improperly found that Cornerstone meets the definition of Landlord. Those specific determinations are found at paragraphs 35 to 42 of the order. The Board correctly outlines the definition of landlord as contemplated by the Act and includes case law from the Court of Appeal (a binding authority on the Board) and other relevant decisions. The Board concludes that Cornerstone is a designated agent of Alokin

⁷ 0:08:12 to 0:08:27, hearing recording.

⁸ LTB-L-013015-23, Nov 1, 2023, para 23

(property owner/Landlord) and also, one of the two Landlords. The Tenant disputes the quality of the evidence presented at the hearing. The Tenant argues that all of the evidence produced by Cornerstone was self proclaimed and not verifiable and/or was purely hearsay.

28. As already mentioned, hearsay evidence is admissible. It is not an error on the Board to accept hearsay evidence. The Board correctly applied a liberal interpretation to the definition of landlord. The determinations are rationally connected to the evidence adduced at the hearing. There is nothing in the record or in the request for review to support a determination that the Member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions. I would not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of observing the witnesses and of hearing the evidence in its totality.
29. As the Tenant raised the issue of Cornerstone not meeting the definition of landlord and submitted that they did not have a tenancy agreement with Cornerstone, that they did not know who their landlord was, and who to pay the rent to- any document that speaks to these issues would have been arguably relevant, and therefore admissible. When the Tenant raised this at the hearing before the Member, they correctly informed the Tenant that the admissibility of evidence at the LTB is different from that of a Court⁹. Furthermore, it is clear from the Board's analysis in the order, that these two documents were not the only deciding factors when considering Cornerstone's standing as a landlord, there were other factors and testimony involved. The Tenant has not demonstrated that admitting these documents results in a serious error in the order or proceeding, therefore this claim is dismissed.
30. The Tenant says that the Board erred in accepting the unsworn evidence of a licensee when making their determination at paragraph 13, rather than hearing from an agent of the Landlord. Paragraph 13 of the order simply says: *The Tenant agreed that following the voiding of the L1 order in LTB-L-000289-22, no one pursued eviction, which the Landlords' Representative suggested would have happened had Alokin not received the Funds.* This was more akin to a submission, rather than evidence, it is not material to the application before the Board. Therefore, I do not find a serious error in this regard.

D: The Board Incorrectly Summarized or Mistook the Tenant's Evidence:

31. The original hearing Member's findings of fact are entitled to considerable deference. A request will not be granted simply because the reviewing adjudicator might have come to a different conclusion about the evidence¹⁰. Findings of fact will generally not be interfered with on review except where there appears to be no rational connection between such findings and the evidence presented by the parties¹¹. Furthermore, even where the Board finds a factual error the Board may not exercise its discretion to review if the error is trivial, does not relate to a material issue in dispute or would not change the result¹².

⁹ 0:59:00, hearing recording

¹⁰ [Interpretation Guideline 8: Review of an Order](#)

¹¹ SWL-16171-10-RV, January 19, 2011

¹² [Interpretation Guideline 8: Review of an Order](#)

32. Paragraph 8 of the order discusses oral directions given at a previous hearing and confirming that the Tenant followed that direction. In their review request, the Tenant says that they did not agree voluntarily to make those payments to Cornerstone and the order should not be interpreted that way. Pursuant to section 204 of the Act, the Board may include in an order whatever conditions it considers fair in the circumstance. It is definitely fair and appropriate for the Board to order the Tenant to pay on-going rent. This part of the order does not make any determinations that are detrimental to the Tenant. Therefore, I do not find a serious error in this regard. This claim is dismissed.
33. The Tenant discusses paragraph 10 of the order which says that *the Landlord has filed an L2 application based on an N8 notice of termination for persistent late payment of rent which is scheduled to be hearing in February 2024*. It is unclear to me what specific issue the Tenant raises with respect to this paragraph; The hearing recording demonstrates that the Landlord's legal representative submitted that the Landlord is not seeking to terminate the tenancy, the Tenant raises an issue with an N8 notice served on her and that although Mr. Hamdani submits that the Landlord is not looking to terminate the tenancy, their actions with respect to serving a notice of termination suggests otherwise¹³. The Member suggests that the representative have a discussion with their client on this issue. The Member also goes on to say that the N8 notice of termination is not before the Board on this application and so they are only going to be discussing the issue of late payment of rent¹⁴.
34. Again, this paragraph does not make any determinations material to the application before the Board. This claim is dismissed.
35. The Tenant says that paragraphs 14 and 15 of the order are not entirely accurate and does not depict the full evidence given at the hearing. It is important to note, that an order does not need to be a regurgitation of the hearing. Reasons must meaningfully account for the central issues and concerns raised by the parties and because reasons are the primary mechanism by which decision makers demonstrate that they have actually *listened* to the parties¹⁵. A failure to grapple with key issues may call into question whether the decision maker was actually alert and sensitive to the matter before it¹⁶.
36. The hearing Member asks the Tenant why they do not believe that Cornerstone meets the definition of 'landlord' as defined by the Act ¹⁷. In summary, the Tenant states that they have resided in the rental unit for at least 10 years, "Cornerstone has been around for about 4 years, I think", the Tenant did not enter into a tenancy agreement with them, they did not advertise to me, they do not do repairs, the whole reason this issue started is because they did not know who their landlord was. They are a court reporter and there was a paralegal at work said that they had an apartment and asked them if they wanted to rent and the Tenant agreed. They executed a lease agreement, and the paralegal signed it on behalf of Alokin¹⁸.

¹³ 0:40:00 to 0:43:34, hearing recording.

¹⁴ 0:44:14 to 0:44:36, hearing recording.

¹⁵ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, Paragraphs 127 to 128

¹⁶ Ibid

¹⁷ 0:17:54 to 0:18:35, hearing recording.

¹⁸ Ibid

37. Paragraph 16 of the order says that “the Tenant testified that Cornerstone and VK have harassed her, and that Cornerstone does not do maintenance when requested”. Paragraph 17 of the order says that “the Tenant stated at 45.00 of the July 18, 2023, recording that she will pay Cornerstone if they could complain over their head” because they want the repairs done. The Tenant also stated that they have been too unwell to file a T6 application about maintenance issues.
38. The Tenant says that the above findings are not accurate, as they were not allowed to give evidence about the harassment and they were flustered and not able to focus to properly represent themselves as the Board Member was preventing them from talking, which amounted to an unfair hearing¹⁹.
39. The hearing recording supports that the Tenant says to the Member that they do not want the application to be dismissed anymore, that they want to file their own application for harassment and for that application to be heard with this one and that they can pay the money to Mr. Hamdani in the meantime²⁰. The Member correctly states that it is not appropriate for the Board to combine an application that has yet to be filed with an already filed application and that the Tenant is still within their rights to file their own application.
40. Section 82 of the Act provides a framework for a tenant to raise issues that would otherwise be the subject of their own application at a hearing of a Landlord’s application regarding arrears. However, they must do so in accordance with the Act and the LTB’s *Rules of Procedure*. As the Tenant did not, it was not a serious error on the Board to not allow the Tenant to raise their concerns.
41. At 0.44.37 to 0.45.02 on the recording, the Tenant says:
- I think I can make this easy, I will agree to pay Cornerstone if I have a way to complain over their head. That’s all I want, because I am constantly complaining, and they don’t do repairs. I need to be able to go above their heads.*
42. Paragraph 17 of the order is another example demonstrating that the Member clearly listened and considered the submission of the Tenant and that they were aware and sensitive to the issues before them. Therefore, this ground is dismissed.
43. The Tenant says that the Board failed to consider their submissions in relation to section 83 of the Act. Section 83 of the Act mandatorily requires the Board to consider the parties circumstances on an application for eviction. The hearing Member explains to the Tenant that the Landlords are asking for an order that would require the Tenant to make a payment by a particular date and if the Tenant fails to make that payment, they may be evicted²¹. The Landlord’s representative informs the Board that they are comfortable extending that time until the end of July (presumably July 31, 2023). The Tenant responds and says they do not need an extension²², and that they have every intention to pay if ordered to by the Board.

¹⁹ DOC-3647355, page 16

²⁰ 0:46:52 to 0:47:10, hearing recording

²¹ 1:34:51, hearing recording

²² 1:35:10, hearing recording.

44. The hearing recording does not reflect that the Tenant actually divulged the health issues they included in their request for review, at the hearing that took place on July 14, 2023. It is not a serious error for the Board to not consider evidence that was not provided to it. The Board correctly considered the circumstances that were provided and determined that no delay was necessary. Most likely because the Tenant informed the Member that they in fact, did not need one.
45. It is clear from the language of the paragraphs in the order that the Board grappled with the key issues and that the hearing Member was alert and sensitive to the issues before it. Therefore, this ground is dismissed.

E: *Landlord's witness, V.K:*

46. The Tenant questions the weight the Board attributed to the Landlords' witness VK testimony as they believe that their statements were inconsistent and that the Board prevented the Tenant from pursuing a fulsome cross examination of VK.
47. VK's testimony was presented to the Board in two parts; the first was regarding how Cornerstone may meet the definition of a landlord, what they do for Alokini²³. The second part was regarding the service of the N1 Notice of Rent Increase ('NORI')²⁴. The Tenant was provided an opportunity to cross examine in between each time and was also given an opportunity to ask any additional questions as needed (an example of this was in closing submissions). I do agree with the Tenant, that there were times that the Member interjected or did not allow the Tenant to ask improper or irrelevant questions-however, it was not done in a manner that did not allow the Tenant to be heard regarding the key issues to be determined.
48. In accordance with section 186 of the Act, the Board is required to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be hearing on the matter. The Board, which includes its members, are permitted to control the hearing process and their hearings in order to achieve this goal. It is not an error to limit evidence or testimony that is unduly repetitious or largely irrelevant to the material determinations related to the application.
49. In their written submissions, the Tenant says that the Board considered hearsay evidence to establish that the NORI was served. That's not actually true. The Board finds that VK personally drafted the NORI and placed it in the mail, the mail was not returned, which is identical to what VK testified to at the hearing.
50. The Tenant also says that at the hearing, they could have produced or provided additional documents (police reports, emails to the Landlords) and witnesses (other tenants) to give better evidence to convince the Board that their mail was being stolen. A review is not an appeal or an opportunity to change the way a case was presented or to provide parties with an opportunity of presenting a better or different case than they did at first instance ²⁵.

²³ 0:52:16 to 0:57:54, hearing recording.

²⁴ 1:12:18 to 1:23:32, hearing recording.

²⁵ [Interpretation Guideline 8: Review of an Order](#)

51. Additionally, the issue of service is separate from receipt. In accordance with subsection 191(3) of the Act, a notice or document given by mail shall be deemed to have been given on the fifth day after mailing. The Board found that it is more likely than not that VK drafted the NORI and placed it in the mailbox. Although the Tenant may disagree, the presiding Member was in the best position to consider the evidence and credibility. In the circumstances, the Member's assessment of credibility is reasonable, and it is entitled to deference.
52. The hearing recording also confirms that the Tenant was afforded a full opportunity to respond to the Landlord's evidence and the Member's questions and give submissions that relate the relevant issues to be determined in the application. Nothing from the hearing recording gives rise to an objective basis to believe that the Tenant was not afforded procedural fairness in this hearing.
53. As the Tenant has not demonstrated that they were not reasonably able to participate in the hearing that took place on July 14, 2023, or that a serious error occurred during the hearing, or that a serious error exists in the order issued November 1, 2023, the request for review must be denied.

It is ordered that:

1. The request to review order LTB-L-013015-23 issued on November 1, 2023 is denied. The order is confirmed and remains unchanged.

March 6, 2026
Date Issued

Curtis Begg
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.