



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

Citation: Brar v Al Asmi, 2026 ONLTB 20334

Date: 2026-03-11

File Number: LTB-L-065696-25-RV

In the matter of: 614B Montpellier Dr
Waterloo ON N2T0B2

Between: Parvinder Brar
Ravinder Mann
Sandeep Brar Landlords

and

Faten Al Asmi
Ahmad Al Asmi Tenants

Review Order

Parvinder Brar, Ravinder Mann and Sandeep Brar (the 'Landlords') applied for an order to terminate the tenancy and evict Faten Al Asmi and Ahmad Al Asmi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-065696-25, issued on December 16, 2025 and amended on January 28, 2026.

On December 24, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 29, 2025, interim order LTB-L-065696-25-RV-IN was issued, staying the order issued on December 16, 2025.

The review request was heard by videoconference on January 28, 2026.

The Landlords' Legal Representative, Thamar Abdu, the Landlord, Parvinder Brar, the Tenants' Legal Representative, Alfred Chinambu, and the Tenant, Ahmad Al Asmi ('AA'), attended the hearing. Also present at the hearing was Mohamad Al Asmi, who interpreted for AA.

Determinations:

1. The Tenants raised the following issues at the review hearing:

- The hearing Member exceeded their jurisdiction because the order does not contain the unit number;
- The order contains a serious error as the payment requirements are ambiguous and contradictory;
- The hearing Member applied improper principles in assessing the evidence;
- The hearing Member violated procedural fairness by allowing the Landlords to submit late evidence but not permitting the Tenants' late evidence; and
- The hearing was not procedurally fair.

Exceeding jurisdiction

2. The Tenants' Legal Representative submits that the hearing Member exceeded her jurisdiction because the order issued does not state the unit number. In their review request, the Tenants' Legal Representative relies on section 43(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Section 43 of the Act sets out the requirements for termination notices, not orders issued by the Board. It therefore has no applicability here.
3. Additionally, there is no requirement in the Act or otherwise that an order contain the unit number or it is invalid as the Tenants' Legal Representative claimed. The Tenants' Legal Representative did not identify any particular section of the Act or present any binding Court decisions that speak directly to this issue, and I am not aware of any. This submission is therefore without merit.
4. Although no submissions were made at the hearing with respect to the absence of the unit number in the notice of termination, I have nevertheless considered the issue as it was raised in the Tenants' review request.
5. In the review request, the Tenants allege that it was an error for the hearing Member to not consider that the notice of termination did not contain the unit number.
6. Where the Act permits a Landlord to give a notice of termination under the Act, it must, among other things, identify the rental unit for which the notice is given: section 43(1)(a) of the Act.
7. However, section 212 of the Act states:

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient.

(2) For greater certainty, **an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding** under this Act. [Emphasis added].
8. There is nothing in the record to suggest that the Tenants did not understand that the notice of termination was intended for them and for their rental unit or that the missing unit number otherwise prejudiced their ability to void the notice or participate in these proceedings. Therefore, the notice of termination is substantially compliance pursuant to section 212 of the Act.

9. Additionally, the Tenants did not raise this issue at the hearing. A review is not a continuation of a hearing at a different stage nor is it an opportunity to change the way a case has been presented or make new arguments after the Board has issued a final order.

Ambiguous and contradictory payment requirements

10. The Tenants submit that the order contains a serious error because it ordered them to pay \$10,291.99 on or before December 31, 2026 or to pay \$13,421.99 on or before January 31, 2026 to void the order. They submit that this is a serious error because it is implying that by making payment 11 months later, the amount owing would be less.
11. This issue was addressed and corrected by the amended order issued on January 28, 2026. Therefore, this issue is moot.

Improper assessment of evidence

12. The Tenants' Legal Representative submits that the hearing Member seriously erred by failing to properly assess the evidence on a balance of probabilities. He submits that the Tenants were disputing the payment schedule submitted by the Landlords and alleged that it was erroneous, therefore, it was an error for the Member to rule that it was not when it was clearly in dispute.
13. The Landlords provided a payment schedule in support of their claim for arrears. It was reasonable for the board to accept the payment schedule as reliable evidence of the payments made by the Tenants. The Tenants' bald assertion that it was wrong, in the absence of any other evidence, is insufficient to discredit the Landlords' credible and reliable evidence. In those circumstances the Member's determination is reasonable.

Late evidence

14. The Tenants' Legal Representative submits that it was a serious error to admit the Landlords' L1/L9 Update Sheet, which was not served in accordance with the Rules but not permit the Tenants to submit an audio recording, which was also not served at least 7 days prior to the hearing.
15. Rule 10 of the Board's Rules of Procedure states that a landlord must complete an L1/L9 update sheet where a landlord applies to collect the arrears a tenant owes. Where a hearing is done electronically, the update sheet must be provided to the tenant and to the Board at least 5 days prior to the hearing. Although the update sheet was late, it is clear from the record and the parties' submissions that there was no prejudice to the Tenants. The Tenants were aware of the arrears being claimed by the Landlords and even had a copy of the payment schedule detailing their claims. Therefore, it was not unreasonable for the Member to permit the Landlords to submit the update sheet at the hearing.
16. With respect to the Tenants' allegation related to their own late evidence, it was not an error to decline to consider this evidence. Rule 19.1 of the Board's Rules of Procedure provides that a party who wishes to rely on documentary evidence must provide it to the opposing side and file it with the Board no later than seven days prior to the hearing. The Tenants provided this audio recording from 2021 to the Landlords less than 7 days prior to the hearing and neither the Tenants nor their legal representative provided a reasonable explanation for not providing the evidence within the time required. In these circumstances, I cannot find that it was an error for the Member to decline to consider this evidence.

Procedural Fairness

17. The Tenants' Legal Representative submits that the hearing Member did not conduct a procedurally fair hearing as she was abrupt and muted the Tenants unnecessarily. He submits that the Tenants also did not feel they were heard through their interpreter.
18. The Tenants' Legal Representative could not identify anywhere in the hearing recording where the Member was abrupt or muted the Tenants. The Landlords' Legal Representative directed me to several points in the hearing recording where the Tenant, Ahmad Al Asmi ('AA'), was giving evidence. During all portions of the hearing recording brought to my attention, the hearing Member is not abrupt and at no time does she interrupt or mute AA. Therefore, I am not satisfied that the hearing was procedurally unfair or that there was any issue with the hearing Member's conduct during the hearing.
19. With respect to the allegation that AA was not heard through their interpreter, it was the Tenants who elected to use AA's son as an interpreter. Any alleged issue with his interpretation is not a Board error. Nevertheless, the Tenants have failed to articulate how AA's interpreter failed to provide adequate interpretation other than a feeling they had. An adverse finding in the application does not automatically equate to inadequate interpretation. For these reasons, I am not satisfied that the interpreter's service was insufficient or inadequate.
20. For the foregoing reasons, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings. Therefore, the request to review must be dismissed.

It is ordered that:

1. The request to review order LTB-L-065696-25, issued on December 16, 2025 and amended on January 28, 20226, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 29, 2025 is cancelled. The stay of order LTB-L-065696-25 is lifted immediately.

March 11, 2026
Date Issued

Candace Aboussafy
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.