



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

Citation: HSU v CIZRAVI et. al, 2026 ONLTB 20675

Date: 2026-03-06

File Number: LTB-L-023513-25-RV

In the matter of: 715, 1030 KING STREET WEST
TORONTO ON M6K0B4

Between: JENNIFER HSU Landlord

And

MARC CIZRAVI Former
AYDA CALYAN Tenants

Review Order

JENNIFER HSU (the 'Landlord') applied for an order requiring MARC CIZRAVI and AYDA CALYAN (the 'Former Tenants') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenants, another occupant of the rental unit or someone the Former Tenants permitted in the residential complex.

This application was resolved by order LTB-L-023513-25 issued on December 2, 2025.

On December 14, 2025, the Landlord requested a review of the order.

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

Determinations:

1. The review request submits that the Member erred in his assessment of the cost of repairing walls, as the Member's assessment failed to consider a quotation from a professional. The review request acknowledges that the quotation was not discussed in the hearing. Documents filed with the LTB do not become evidence in a matter until they are referred to in the hearing. This document was not referred to in the hearing and so it was proper for the Member not to consider it. I note that the Member's assessment included a finding that some of the damage was caused by ordinary wear and tear; this would not have been accounted for in the quotation.
2. The review request submits that the Member erred by failing to rule on the Landlord's claim for repairing a shower plate and that the Member misinterpreted the Landlord's claim regarding door pads. Paragraph 26 of the order states that these issues (the door

pad issue is described as a weather stripping issue) were not sufficiently particularized in the application. This is a reasonable statement. Neither of these issues appear on the application form. They both appear on a chart attached to the form, but the Member was not required to comb through attachments to the application to see if there are any additional claims.

3. The review request submits that the Member made his determination about lightbulbs based on false information and that the Member mischaracterized the cost of garbage removal and cleaning as “ordinary.” Paragraph 18 of the order determines that the costs of replacing lightbulbs, removing garbage, and general cleaning are routine preparation costs that can occur when a long-term tenancy ends and that these issues do not constitute undue or excessive damage. This determination is reasonable. These are minor issues and it was reasonable for the Member not to treat them as undue damage for the purposes of s.89 of the *Residential Tenancies Act, 2006* (the ‘Act’).
4. The review request submits that the Member mischaracterized damage to the flooring as wear-and-tear. The review request submits that the Member failed to consider an insurance adjuster’s report respecting the floors. The Member’s determinations respecting the condition of the floors were based on the Tenant’s video evidence, which the Member found to be of better quality than the photographic evidence filed by the Landlord. The Member gave sound reasons for preferring the Tenant’s evidence. There is no indication in the order or in the review request that the Landlord drew the Member’s attention to the insurance adjuster’s report during the hearing and so I cannot conclude that this document formed part of the evidence. I therefore am not satisfied that the Member erred by failing to consider it. Further, even if this document was part of the evidence it is hearsay evidence. There is no indication that the Landlord attempted to secure the insurance adjuster to testify; this means the hearsay evidence was not necessary and so it was reasonable for the Member to give it very little weight. Based on the foregoing I am not satisfied that the Member erred with regard to his characterization of the alleged damage to the floors.
5. The review request makes a general allegation that the Member failed to consider evidence filed by the Landlord but does not identify what evidence the Member failed to consider.
6. The review request submits that the Member improperly permitted the Tenant to submit a video that was not properly served on the Landlord. The request does not state how the Landlord was prejudiced by this lack of disclosure. The Member had discretion to allow any relevant evidence into the record whether it had been properly disclosed or not. The Member is required to exercise that discretion reasonably, taking into account any prejudice to either party. The review request does not allege that the Member exercised this discretion unreasonably.
7. The review request submits that the Landlord was cut off before presenting credibility concerns, including the Tenant’s poor credit history and a lack of landlord references. It is not clear from the review request why these matters raise credibility concerns or, more importantly, why these matters were relevant to the application. I am therefore not

satisfied that it was an error not to permit the Landlord to discuss these matters at the hearing.

8. 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-023513-25 issued on December 2, 2025 is denied. The order is confirmed and remains unchanged.

March 6, 2026
Date Issued

Renée Lang
Vice Chair, 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.