



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

Citation: Spence v Zamil, 2026 ONLTB 2802

Date: 2026-03-09

File Number: LTB-T-065261-25-RV / LTB-T-067129-25-RV

In the matter of: 3, 46 BURLINGAME RD
ETOBICOKE ON M8W1Y8

Between: Lesley-Ann Spence Tenant

And

Nazar Zamil Landlord
Natasha Zamil

Review Order

Lesley-Ann Spence (the 'Tenant') applied for an order determining that Nazar Zamil and Natasha Zamil (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home (LTB-T-065261-25).

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing, or maintenance standards (LTB-T-067129-25).

Both applications were resolved by order LTB-T-065261-25 / LTB-T-067129-25 issued on December 19, 2025.

On January 2, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that there is a serious error in the order.

On January 6, 2026, interim order LTB-T-065261-25-RV-IN was issued, staying the order issued on December 19, 2025.

This request was heard by videoconference on February 5, 2026. The Tenant, the Tenant's Legal Representative, G. Berger, and the Landlord, Natasha Zamil, attended the hearing.

Determinations:

Landlord's Review Request

1. The Landlord alleged that there is a serious error in the order regarding the rent abatement awarded. The Landlord referenced paragraphs 38 and 39 of the order which states:

An abatement of rent is a contractual remedy based on the principle that rent is charged in exchange for a bundle of goods and services and if a tenant is not receiving those goods and services then the rent should be abated in a sum proportional to the difference between what is being charged and what is being received.

Based on the determinations above and the Tenant's inability to use the rental unit for the period of August 12, 2025, to December 1, 2025, I find that a rent abatement of \$5,590.94 is appropriate in the circumstances. I calculate this amount based on the daily rate from August 12, 2025, until November 30, 2025, representing the time the Tenant has been unable to occupy the rental unit and the fact that even their possessions are not in the unit.

2. The Landlord argued that since the Tenant did not pay any rent from August 2025 to December 2025, it was a serious error to award rent abatement.
3. The Tenant argued that they are entitled to an award of rent abatement pursuant to section 29 to 31 of the *Residential Tenancies Act, 2006* ('the Act').
4. 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*".
5. The order demonstrates that the Tenant successfully proved that the Landlords failed to meet their maintenance obligations under section 20 of the Act, substantially interfered with their reasonable enjoyment of the rental unit, and harassed, obstructed, coerced, threatened or interfered with the Tenant.
6. Given that finding, section 30(1)(2) and 31(1)(c) of the Act authorizes a Member to order an abatement of rent. A rent abatement guarantees that a Tenant gets a portion of their rent back as a result of the conduct of the Landlord. The Landlord may be ordered to pay the Tenant a lump sum, or the Tenant may be permitted to pay less, or no rent for a period.
7. In this case, the Landlords were ordered to pay a total of \$15,655.09 to the Tenant on or before December 30, 2025. Otherwise, interest would start to accrue, or if the Landlord does not pay the Tenant the full amount by December 30, 2025, the Tenant may recover it by deducting \$1,500.00 from the rent each month starting January 2026.

8. The Landlords here argued that the LTB erred in awarding rent abatement when the rent was unpaid. I disagree because the rent for the period in question, August 2025 to December 2025, though unpaid is owed by the Tenant. Therefore, the Landlord may apply the rent abatement awarded as a set-off against the outstanding arrears.
9. A finding that the Tenant is not entitled to rent abatement despite the Landlord's breaches of the Act, because the Tenant failed to pay the rent, contradicts the Act and undermines the Tenant's statutory right to this remedy.
10. I am satisfied that the order is not outside the usual range of remedies or results and is entitled to deference. 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.*'

Tenant's Review Request

11. The Tenant, alleging that she was not reasonably able to participate in the proceeding, filed a request to review the order. The request was not actioned prior to the hearing but I considered it nevertheless and find it to be without merits.
12. The Tenant claimed that the Member failed to consider post hearing submissions which she was required to provide by December 1, 2025. However, due to an illness in her family, the Tenant made the submission on December 2, 2025. The Landlord opposed both the late filing and the request.
13. Paragraph 36 of the order reflects the Member's finding on this issue:

Having considered both submissions, I am denying the Tenant's request to accept the late submission of their updated remedies. I not only base this on the potential prejudice to the Landlord but the fact that the Tenant had representation at both hearings and the Tenant Representative at the September 2, 2025, hearing was the one that filed the amended application and remedies received on August 24, 2025.

14. It is a serious error to substitute the reasonable exercise of discretion by the original hearing Member, who heard the evidence and understood its nuances, with that of a reviewing Member who did not.
15. 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 or that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-T-065261-25 issued on December 19, 2025, is denied. The order is confirmed and remains unchanged.

2. The interim order issued on January 6, 2026, is cancelled. The stay of order LTB-T-065261-25 is lifted immediately.

March 9, 2026
Date Issued

Jitewa Edu
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.