



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

Citation: Gordon v Pereira, 2026 ONLTB 22417

Date: 2026-03-13

File Number: LTB-T-050640-22-RV

In the matter of: MAIN FLOOR, 188 FAREWELL ST
OSHAWA ON L1H6L7

Between: Kristy Gordon Tenant
Rudy Pec

And

Tsadok Pereira Landlord

Review Order

Kristy Gordon and Rudy Pec (the 'Tenant') applied for an order determining that Tsadok Pereira (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

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.

This application was resolved by order LTB-T-050640-22 issued on February 13, 2026.

On March 11, 2026, the Tenant requested a review of the order.

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

Determinations:

1. The Tenant's claim that the Landlord substantially interfered with their reasonable enjoyment of the rental unit by not reimbursing them for utility bills was dismissed because the Tenant had not provided the bills to the Landlord. The Tenant submits that it was a serious error to dismiss the claim because the Landlord received a copy of the bills as part of the application and because the lease agreement did not require the Tenant to provide the Landlord with a copy of the utility bills.
2. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

3. The order reflects that there are additional terms attached to the lease agreement that establish that if certain conditions are met that the Landlord will reimburse the Tenant for a portion of the utility bills. It follows logically that in order for the Landlord to reimburse the Tenant for a percentage of a bill that the Landlord would need to see the bill. That the Tenant provided the bills at the hearing would not prove that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit in the past by not paying for bills that they did not receive. The Vice Chair's conclusion that in the absence of some evidence that the bills had been given to the Landlord, that the Tenant did not prove that the failure to pay the bills amounts to interference with reasonable enjoyment of the rental unit was reasonable. Reasonable determinations will not be interfered with on review. The Board's findings are also rationally connected to the evidence led at the hearing. In these circumstances, I am not satisfied that a serious error occurred.

It is ordered that:

1. The request to review order LTB-T-050640-22 issued on February 13, 2026 is denied. The order is confirmed and remains unchanged.

March 13, 2026
Date Issued

Amanda Kovats
Member, 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.