



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

File Number: LTB-L-018036-25-RV2

In the matter of: 306, 2495 DUFFERIN ST
YORK ON M6B3R3

Between: 1000258859 ONTARIO LTD

Landlord

And

Donna Lynne Vanderjagt
Flavio Parodi

Tenant

Review Order

1000258859 ONTARIO LTD (the 'Landlord') applied for an order requiring Donna Lynne Vanderjagt and Flavio Parodi (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The application was resolved by an order issued on August 6, 2025. That order was overturned on review and reheard. The rehearing of the Landlord's application was resolved by order LTB-L-018036-25-RV issued on February 4, 2026 ('de novo order').

On March 5, 2026, the Landlord requested a review of the de novo order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The Board concluded that the Landlord is responsible for the payment of hydro. Or put differently that hydro is included in the Tenant's rent. The Board dismissed the Landlord's application to collect costs for hydro.
2. The issues raised by the Landlord in the review request can be summarized as follows:
 1. The Landlord submits that at the de novo hearing the Board did not have the jurisdiction to correct an error in the review order or to cancel the original hearing order and replace it.
 2. The Landlord submits that it was procedurally unfair for the Landlord's cross examination of the Tenant's inconsistent statements to be limited.

3. The Landlord submits that the Board made an error in the assessment of the evidence and made serious errors in its analysis under section 202 of the *Residential Tenancies Act, 2006* ('the Act')
3. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.

Canceling the Original Hearing Order

4. The application was originally resolved by order LTB-L-018036-25 issued on August 6, 2025 ('original hearing order'). The Tenant filed a request to review the original hearing order. The review request was granted in order LTB-L-018036-25-RV-IN2 issued on October 22, 2025 ('the review order'). The review order contains a clerical error. It says both that the review is granted and denied. The review order also says that the original hearing order is confirmed and remains unchanged. The review order also directed that the matter be reheard. Order LTB-L-018036-25-RV issued on February 4, 2026 ('the denovo order') corrected the review order and gave effect to the review order by canceling the original hearing order.
5. The Landlord submits that the Board had no jurisdiction to amend, correct, or reinterpret the review order. Section 21.1 of the *Statutory Powers Procedure Act* ('SPPA') establishes that a tribunal may at any time correct a typographical error, error of calculation or similar error made in its decision or order. The Divisional Court in *Li v. Yuen Ming Ma*, 2025 ONSC 6433 affirmed that the Board can amend an order to reflect the tribunal's manifest intent. Section 21.2 of the SPPA establishes that a tribunal may review all or part of its own decision or order, and may confirm, vary, suspend or cancel the decision or order.
6. It is clear from reading the review order as a whole that the review was granted and that the Board meant to cancel the original order. The entirety of the Board's reasons in the review order are about why the review should be granted and the review order directs that the application be heard anew. It would not make any sense for the review order to have intended to deny the review and order a new hearing. Additionally the adjournment sheet (DOC-6622650) filled out by the member who wrote the review decision states that the review was granted and the application is to be reheard. The Board did not make a serious error by cancelling the original order and replacing it with a new decision resulting out of the de novo hearing. The Board had the power to do so and it was reasonable to do so.

Procedural Fairness

7. The Landlord states generally in the review request that their cross examination of the Tenant's inconsistent statements was limited but the Landlord does not state what specific questions they were prevented from asking. The Landlord has also not provided a transcript or timestamps of the hearing recording to demonstrate which portion of the hearing they are alleging is unfair.

8. I have listened to the portion of the hearing recording where the Tenant provided their testimony and was cross examined on that testimony (approximately 1:55:25 to 2:41:00 on the hearing recording). The Landlord was stopped one time (at approximately 2:10:00 on the hearing recording) from asking a question about the Tenant's prior statement because the subject matter of the question was determined to not be relevant. The question was about when the Tenant learned that their version of the lease was not dated. It was not a serious error for the Board to focus the parties on the relevant issues. I'm not satisfied that the Landlord asking a question about whether the lease was dated would have changed the outcome of the proceeding.
9. The recording reflects that the Landlord was provided with a fulsome opportunity to cross examine the Tenant. While around 2:40:00 on the hearing recording the Member told the Landlord that they may have already covered everything they wanted to with cross, that was because the cross examination had become repetitive. After that comment the Landlord confirmed that they had no further questions. The hearing recording does not support the submission that the Landlord was not provided with a procedurally fair hearing.

The Board's Assessment of the Evidence and Determinations

10. The Landlord submits that the Board gave insufficient weight to the written agreement between the parties and improperly relied on uncertain historical recollections to displace the express wording of the contract.
11. The Landlord submits that the Board made serious errors in its analysis under section 202 of the Residential Tenancies Act, 2006 ('the Act'). That section says in part that in making findings regarding an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so, the Board may disregard the outward form of a transaction and may have regard to the pattern of activities relating to the residential complex or the rental unit. Specifically, the Landlord says that the Board should have considered that every other tenant in the residential complex pays their own hydro and that when the price of hydro increased that the parties agreed that the Tenant would pay for some or all of the service.
12. The Landlord's submissions in this regard are largely an attempt to reargue an application that has been finally determined. That is not the purpose of a review request. The Divisional Court in *Browne v. Henley Crescent*, 2026 ONSC 455 recently concluded that the Board made an error in law in conducting a review in the absence of a serious error. As in that case, the decision under review has the hallmarks of a reasonable decision. Disagreeing with a result is not sufficient to make a decision irrational. As the Supreme Court of Canada has pointed out, reasonable people can disagree; the fact that they do is not sufficient to make a decision unreasonable: see *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65, at para. 83.)
13. While I agree with the Landlord that the Board does not explicitly consider the Landlord's evidence that other tenants in the residential complex pay hydro, the Landlord's

application is about their tenancy agreement with one specific tenant. As established by the Supreme Court in *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, at para. 3 administrative tribunals do not have to consider and comment upon every issue raised by the parties in their reasons. The order read as a whole reflects that the Board provided both sufficient and reasonable reasons for why the circumstances surrounding the parties' written agreement are inconsistent with the interpretation that the Tenant is responsible for paying hydro. The Board makes no errors in its analysis that the real substance of the tenancy agreement is that the Landlord is responsible for hydro. The Board's determination is rationally connected to the evidence led at the hearing. For those reasons I'm not satisfied that the Board made any errors in its assessment of the evidence or in arriving at its final determination regarding which party is responsible for the costs of hydro.

It is ordered that:

1. The request to review order LTB-L-018036-25 issued on February 4, 2026 is denied. The order is confirmed and remains unchanged.

March 17, 2026
Date Issued

Amanda Kovats
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.