



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

Citation: Nasser v Monopoli, 2026 ONLTB 23238

Date: 2026-03-16

File Number: LTB-L-079832-23-RV

In the matter of: 4608, 2221 YONGE ST
TORONTO ON M4S 0B8

Between: Abbas Nasser Landlord

And

Nikolas Monopoli Former
Concetta Monopoli Tenant

Review Order

Abbas Nasser (the 'Landlord') applied for an order requiring Nikolas Monopoli and Concetta Monopoli (the 'Former Tenant') 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 Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was resolved by order LTB-L-079832-23 issued on December 1, 2025.

On December 30, 2025, the Landlord requested a review of the 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. 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 proceeding.
2. The presiding Member's finding, that the Landlord's mistaken transfer of \$1,851.60 to the Tenant does not qualify as "damaged property" under section 89 of the *Residential Tenancies Act, 2006* (the 'Act'), is consistent with a plain reading and purposive interpretation of the section. The Member's determination in paragraph 21 is reasonable and entitled to deference.
3. The Member's explanation in paragraph 23, of why he determined that the Landlord's mistake does not constitute substantial interference under section 88.1 of the Act by the

Former Tenant, is also reasonable. The hearing recording shows there was sufficient evidence for the Member to find that the parties believed the Landlord held a security deposit in contravention of the Act, and there was no evidence the Former Tenant filed an application under section 135 of the Act in bad faith. In the circumstances, it was reasonable for the Member find that the Former Tenant's actions leading to the Landlord's mistaken transfer of funds did not amount to substantial interference under section 88.1 of the Act.

4. The hearing recording and December 1, 2025 order explain how and why the Member partly denied the Landlord's request to amend the application. Paragraph 12 identifies the factors the Member considered when he ruled that only requests to amend the application filed before September 20, 2024 would be granted.
5. In making his decision, the Member notes that the Landlord's November 17, 2025 request to amend the application was not made in a reasonable time, as required by Rule 15.3a of the Board's Rules of Procedure. The Member also notes that the amendment request was made more than one-year after the Former Tenant vacated the rental unit. In the circumstances, it was reasonable for the Member to consider and apply the Act's one-year limitation period in subsections 88.1(2)(b) and 89(1.1)(b) to determine that the November 17, 2025 amendment request was made too late.
6. The Member's decision to deny the Landlord's November 17, 2025 request to amend the application was therefore rational, and not arbitrary or capricious. Although the Landlord disagrees, the Member's exercise of discretion is entitled to deference.
7. The hearing recording and December 1, 2025 order show that the parties were aware of the issues to be determined at the hearing and exercised the right to address those issues. The parties were therefore afforded procedural fairness, as described in section 183 of the Act.
8. By identifying and summarizing the relevant evidence and submissions that guided the Member's material findings, the order also shows that the Member properly exercised his authority under the Act by considering appropriate factors to resolve the application. The Member, for example, accepted the Landlord's evidence of the cost to repair a closet door.
9. While the Landlord submits in the review request that the Member should also have found the Former Tenant liable under the Act for the Landlord's mistaken transfer of funds to the Former Tenant, the Board's review process is not an opportunity to re-argue a matter that has been determined. Since the Member's findings and interpretation of sections 88.1 and 89 of the Act are reasonable, and since the parties were afforded procedural fairness throughout the hearing, the Landlord's submission is not grounds to review the December 1, 2025 order or to re-hear the application.
10. Having not shown that there is a serious error in the December 1, 2025 Board order, or that a serious error occurred in the Board proceeding, the Landlord's request to review the order must be denied.

It is ordered that:

1. The request to review order LTB-L-079832-23 issued on December 1, 2025 is denied.
The order is confirmed and remains unchanged.

March 16, 2026

Date Issued

Harry Cho

Vice Chair, 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.