



## **Order under Section 87 Residential Tenancies Act, 2006**

**Citation:** Sandhu v Taylor, 2026 ONLTB 24080

**Date:** 2026-03-26

**File Number:** LTB-L-083708-25

**In the matter of:** 205, 81 Broadway St  
Woodstock ON N4S3A1

**Between:** Amrita Sandhu Landlord  
  
and  
  
Michelle Taylor Former Tenant

Amrita Sandhu (the 'Landlord') applied for an order requiring Michelle Taylor and Matthew Taylor (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on March 4, 2026.

The Landlord and the Tenant attended the hearing.

### **Determinations:**

1. The Landlord's application is dismissed for the following reasons.
2. In the application, the Landlord is claiming rent arrears from April 1, 2024 to the date the Former Tenant vacated, being September 30, 2025.
3. There was a previous L1 application with respect to this tenancy where the Landlord claimed rent owing for the period ending September 30, 2025. That application was resolved by order LTB-L-053124-25, issued on September 9, 2025. The order requires the Former Tenant to pay all rent arrears owing to the date of the hearing and daily compensation until the date the Former Tenant moves out of the rental unit.
4. The doctrines of *res judicata* and *issue estoppel* promote fairness and integrity in the justice system by ensuring finality of decisions. The test for *issue estoppel* was set out by the Supreme Court in *Angle v. Minister of National Revenue*, 1974 CanLII 168 (SCC), [1975] 2 S.C.R. 248 at p. 254:
  1. that the same question has been decided;
  2. that the judicial decision which is said to create the estoppel was final; and,
  3. that the parties to the judicial decision or their privies were the same persons as the parties to the proceedings in which the estoppel is raised.

5. In *Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44, [2001] 2 S.C.R. 460, the Court confirmed that the doctrine of issue estoppel applies to administrative tribunals.
6. At para. 33 of *Danyluk*, the Court stated that *issue estoppel* involves a two-step analysis:

The rules governing issue estoppel should not be mechanically applied. The underlying purpose is to balance the public interest in the finality of litigation with the public interest in ensuring that justice is done on the facts of a particular case. (There are corresponding private interests.) The first step is to determine whether the moving party (in this case the respondent) has established the preconditions to the operation of issue estoppel set out by Dickson J. in *Angle*, supra. If successful, the court must still determine whether, as a matter of discretion, issue estoppel ought to be applied.

7. In this case, the Board has already made a determination on the amount of rent owed for the period claimed in the Landlord's application and issued an order requiring the Former Tenant to pay rent up until the date they vacated. That decision is final and has not been reviewed or appealed. Therefore, the three preconditions necessary for the application of *issue estoppel* are present. To order the Former Tenant to pay the same arrears a second time would amount to an abuse of process. Therefore, I find that *issue estoppel* ought to be applied in these circumstances.
8. As all arrears claimed in the Landlord's application are estopped, the Landlord's application must be dismissed.

**It is ordered that:**

1. The Landlord's application is dismissed.

**March 26, 2026**

**Date Issued**

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Candace Aboussafy

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.

\* Refer to the attached Summary of Calculations.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**Amount the Former Tenant must pay the Landlord:**

|                                    |             |
|------------------------------------|-------------|
| Rent and Compensation Owing To     | \$16,550.00 |
| Total amount owing to the Landlord | \$16,550.00 |