



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

Citation: BARBERA v CARUSO, 2026 ONLTB 24594

Date: 2026-03-20

File Number: LTB-L-072422-25-RV

In the matter of: 21 MIRA VISTA PLACE
Toronto ON L4H1K9

Between: FRANCO BARBERA Landlord

And

MARIA CARUSO Tenant
GIACOMO CARUSO

Review Order

FRANCO BARBERA (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA CARUSO and GIACOMO CARUSO (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully caused undue damage to the premises.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-072422-25 issued on February 23, 2026.

On March 19, 2026, the Landlord requested a review of the order.

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

Determinations:

1. Landlords are required to provide a certificate of service indicating when and how a notice of termination was served. The Board dismissed the Landlord's application

because the Landlord used the incorrect form, the method of service was unclear, and there was no date of service on the form.

2. The Landlord submits that the applicable standard is one of substantial compliance, not strict technical perfection and that even where there are irregularities in form the determinative issue should be whether service occurred. The Landlord submits that the missing information was in their supporting documentation attached to the certificate of service. The Landlord submits that focusing on perceived technical defects while disregarding evidence confirming service, resulted in the Member applying an overly rigid and legally incorrect standard, amounting to an error of law.
3. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
4. The *Residential Tenancies Act, 2006* ('the Act') has notice requirements for all notices of termination. I agree with the Landlord that the central issue is whether the notice of termination was served. I also agree with the Landlord that the Board must consider whether the Landlord substantially complied with the requirements of the form as established by section 212 of the Act. I disagree with the Landlord that the Board dismissed the application because of a purely technical defect or that a serious error occurred.
5. The order reflects that the certificate of service listed a slightly different method of service than the supporting documentation from the Landlord's process server. The certificate of service indicates it was placed under the door or through a mail slot, while the invoice from the process service indicates it was "left at the door." The method of service matters because section 192 of the Act and Rule 3.1 of the Board's Rules of Procedure provides that documents are deemed served if they are served in accordance with the methods identified in those sections. Additionally, the Landlord has the burden of providing sufficiently clear evidence to establish how and when a notice of termination was served.
6. That the certificate of service was not dated is a serious problem because without a date it does not establish when the notice of termination was served and whether the notice requirements from the Act have been established.
7. The problems with the Landlord's certificate of service were numerous and the person who served the documents was not at the hearing to provide the missing information. Whether service happened and when is the central question, but when there are so many errors on a certificate of service it can lead to a landlord not establishing the answer to those questions. The order reflects that the Landlord was given an opportunity to upload a correct certificate of service but chose to upload the same deficient document again.
8. The order also reflects that the Board turned their mind to whether the Landlord substantially complied with the Act and determined that they did not. The order provides sufficient and reasonable reasons for that determination. I am not satisfied that the Board made any serious errors in dismissing the application.

It is ordered that:

1. The request to review order LTB-L-072422-25 issued on February 23, 2026 is denied.
The order is confirmed and remains unchanged.

March 20, 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.