



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

Citation: HANNA v ALBIN, 2026 ONLTB 26293

Date: 2026-03-27

File Number: LTB-L-014682-25-RV

In the matter of: 462 SCARSDALE CRES
OAKVILLE ON L6L3W7

Between: IBTISAM HANNA

Previous
Landlord

And

QASIM RAZZAK

Current
Landlord

And

CURTIS ALBIN
JEFFREY ALBIN

Tenant

Review Order

IBTISAM HANNA the (the 'Previous Landlord') applied for an order to terminate the tenancy and evict CURTIS ALBIN and JEFFREY ALBIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

At the hearing the Tenant raised tenant issues pursuant to section 82 of the *Residential Tenancies Act, 2006* ('the Act').

The Landlord's application and the Tenant's section 82 issues were resolved by order LTB-L-014682-25 issued on February 3, 2026.

On March 25, 2026, QASIM RAZZAK ('the Current Landlord') requested a review of the order.

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

Determinations:

Request to Extend Time

1. The request to extend time to file a review is granted, but the review itself is denied.

Request to Review

2. The Board found that the rental unit was in serious disrepair and ordered the Landlord to fix several issues including leaks in the roof, electrical systems etc. and to have mould testing done by a qualified technician. The Board also provided the Tenant with an ongoing rent abatement until the repairs are conducted.
3. After the hearing, but before the order was issued, the Current Landlord purchased the property. The Current Landlord states that they have completed the electrical repairs and had a contractor provide an estimate for the other repairs. The contractor provided a preliminary estimate of \$149,154.35. The estimate also states that the actual cost might change once drywall and cabinetry are removed to find concealed damage.
4. The Current Landlord seeks a review based on what they call a “material change of circumstances”. The Current Landlord says that based on the overall poor structural and environmental condition of the property, the Current Landlord has decided to demolish the existing structure and build a new one. The Current Landlord indicates that they have served the Tenant with a notice of termination based on their desire to demolish the rental unit. The Current Landlord asks that the order be amended to forgo the ordered repairs. The Current Landlord submits that making them complete the repairs would be unreasonable due to the significant financial expense.
5. For the following reasons the review request is denied.
6. The Board’s interpretive guideline on reviews provides examples of the type of claims that can constitute a serious error. For example, jurisdictional errors, errors in law, etc. A change in circumstances is not one of the listed categories. I acknowledge that the Board’s interpretive guideline does not provide an exhaustive list of the categories of serious errors. It is possible for something to constitute a serious error and not be in the list from the guideline. I mention the guideline only to demonstrate that a ground of review not being listed might be because it’s not a valid basis for a review.
7. Section 18 of the Act establishes that covenants run with the land. This means that the Current Landlord stepped into the shoes of the Previous Landlord when they purchased the property. As such while the Current Landlord was not at the hearing, someone in the role of landlord was. The Current Landlord is bound by the determinations of the order regardless of whether they attended the hearing or not.
8. The Board’s determinations are reasonable based on the evidence provided at the hearing. Board decisions are final and binding. The Previous Landlord had an opportunity at the hearing to defend against the Tenant’s claims. I imagine that in a great many cases before the Board the circumstances of parties change after a hearing is held. To find that a new hearing is required whenever there is an update to a party’s circumstances or a new event occurs would interfere with the Board’s ability to provide final decisions. A review is not an opportunity to reargue an application that has been finally determined.

9. The Current Landlord does not describe the recent contractor estimate as new evidence but that might be the ground of review they are trying to raise. However, the proposed new evidence does not meet the test for admittance on review. New evidence must have been unavailable at the time of the hearing and potentially determinative of a central issue in dispute.
10. The Previous Landlord had an agent, witness, and representative at the hearing who actively participated. The Previous Landlord had an opportunity at the hearing to provide evidence and submissions relevant to the Tenant's request for repairs. The Previous Landlord could have hired a contractor to undertake an assessment before the hearing but did not. I am not satisfied that with the exercise of diligence the proposed new evidence could not have been available at the hearing.
11. I am also not satisfied that the proposed new evidence is potentially determinative of a central issue in dispute. Section 20 of the Act establishes that a landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. The Act does not say that a landlord is relieved of that obligation if it's too costly to do so. While the Act provides that a landlord can terminate a tenancy to undertake repairs or to demolish a rental unit, a landlord has the ongoing obligation to keep the rental unit in a good state of repair and fit for habitation until that happens.

It is ordered that:

1. The request to review order LTB-L-014682-25 issued on February 3, 2026 is denied. The order is confirmed and remains unchanged.

March 27, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.