



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

Citation: PARAY v DUDHNATH, 2026 ONLTB 26541

Date: 2026-03-27

File Number: LTB-L-081653-25-RV

In the matter of: BASEMENT, 2 HOLBEACH RD
ETOBICOKE ON M9W3K3

Between: ALVIN SATESH PARAY
DAYWANTTIE PARAY

Landlords

And

BAGMATTIE DUDHNATH
AVISHKAR SUKHDEO

Tenants

Review Order

ALVIN SATESH PARAY and DAYWANTTIE PARAY (the 'Landlords') applied for an order to terminate the tenancy and evict BAGMATTIE DUDHNATH and AVISHKAR SUKHDEO (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was resolved by order LTB-L-081653-25 issued on March 3, 2026, amended on March 24, 2026.

On March 6, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I listened to the audio recording for this hearing.

Determinations:

1. The Tenants submit that it was procedurally unfair for the Member to ask about the Tenant's ability to vacate the unit before hearing all of the Tenants' evidence in relation to the merits of the Landlords' application. The Tenants submit that this questioning was premature and leads to an apprehension of bias.

2. The Tenants also submit that the Member “expressed bias” by stating: “I am not going to proceed on this after the tenant testified that the landlord raised his rent by \$300.00.” This is misleading. Around the time index identified in the review request (2:34:00), one of the Tenants testified that the Landlord mentioned that rent is more expensive elsewhere, then the Member asked the Tenant if, in this conversation, the Landlord had asked for an increase in rent to stay in the unit. The Tenant answered no. The Tenants’ representative indicated their questioning was over and then the Member said she did not think there was any reason for the Landlord’s representative to cross-examine on this because this evidence would not lead to a finding that the notice was served in bad faith. The Member then said “I’m not going to proceed on this for those reasons.”
3. The test for reasonable apprehension of bias is:

what would an informed person, viewing the matter realistically and practically – and having thought the matter through – conclude. Would he think that it is more likely than not that [the decision-maker], whether consciously or unconsciously, would not decide fairly. (*Committee for Justice and Liberty v. Canada (National Energy Board)* (1976), 1976 CanLII 2 (SCC), [1978] 1 S.C.R. 369 (S.C.C.), at pp. 394-95)
4. Applying this test to the review request, I am not satisfied that there is a reasonable basis upon which to conclude that the Member was biased. The Member asked the Tenant a question that is relevant to s.83 relief from eviction a bit out of order. That is insufficient to call the Member’s impartiality into question. The Member’s conclusion that the Tenant’s testimony about his conversation with the Landlord does not lead to a finding of bad faith also does not support an apprehension of bias. This conclusion was reasonable given the Tenant’s testimony and the Member appropriately instructed the Landlord’s representative not to cross-examine on this issue.
5. The Tenants submit that the Member seriously erred by calculating daily compensation based on an incorrect monthly rent amount. The order calculates daily compensation based on \$1,600.00 whereas the parties agreed at the hearing that the monthly rent was \$1,300.00. This was a clerical error, not a serious error. Furthermore, this clerical error was corrected by an amended order issued on March 24, 2026.
6. The Tenants submit that the Member seriously erred by stating, at paragraph 7, that the Tenant did not complain to the police about his allegation that GP had tried to grab the Tenant’s son. At the hearing the Member heard the Tenant testify that he had not pressed charges. In the context of the rest of the evidence, it is inconsequential whether the Tenant did not report the incident to the police or whether he did not press charges after reporting the incident. Either way, this incident did not lead to a charge against GP and the Member’s conclusion that the N12 notice was not retaliation for this grabbing incident was reasonable.
7. The Tenants submit that the Member rushed the hearing and did not allow redirect evidence from the Tenants. The hearing recording does not support this submission. There is no indication on the audio record that the Member was rushing this hearing.

The Member offered an opportunity to the Tenants to give evidence in redirect, then challenged the Tenants' representative about a particular question that should have been asked during the Tenant's examination in chief. This was appropriate. If the Member had allowed this redirect she would have had to give the Landlords' representative to further cross-examine the Tenant, unnecessarily elongating the hearing.

8. The Tenants submit that the Member failed to consider that the first N12 notice was served after the Tenant reported the Landlord's father to the police. The Member did consider that the N12 was served after this incident but that the Landlord was not aware that the Tenant had reported it to the police so the service of that N12 notice could not have been retaliatory.
9. The Tenants submit that the Member failed to consider that the Landlord's father is bound by a restraining order prohibiting him to be within a certain distance from the Tenant. This was explicitly considered at paragraph 19 of the order.
10. For the above reasons, 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 proceedings.

It is ordered that:

1. The request to review order LTB-L-081653-25 issued on March 3, 2026, amended on March 24, 2026, is denied. The order, as amended, is confirmed and remains unchanged.

March 27, 2026
Date Issued

Renée Lang
Vice Chair, 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.