



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

File Number: LTB-T-051289-22-RV

In the matter of: 1329 AMBRIDGE WAY
OTTAWA ON K2C3T3

Between: Danick Coutu Tenant
Kyle Macneil
Loubert Nicolas
Colvin Gallant

And

Jagdish Gupta Landlord
Mahalaxmi Gupta

Review Order

Danick Coutu, Kyle Macneil, Loubert Nicolas and Colvin Gallant (the 'Tenant') applied for an order determining that Jagdish Gupta and Mahalaxmi Gupta (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was resolved by order LTB-T-051289-22 issued on November 7, 2025.

On November 28, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On December 16, 2025 interim order LTB-T-051289-22-RV-IN was issued, staying the order issued on November 7, 2025

This application was heard by videoconference on March 12, 2026.

The Landlords, the Landlords' agent R. Gupta, the Tenants: Danick Coutu, Loubert Nicolas, Colving Gallant, and the Tenants' representative Ahmed Alzameli attended the hearing.

Determinations:

1. The Landlord's review request (RTR) claims there is a serious error in Board order issued on November 7, 2025 (The "Order").

2. The following grounds were considered at the review hearing:
 - (i) That the Board erred in failing to accommodate the Landlord's request for zoom closed captioning; and,
 - (ii) That the member erred in awarding a rent differential of \$3689.17 to the Tenants.
3. At the commencement of the review hearing, the Landlord withdrew the allegation (i) that the Board erred in failing to accommodate the Landlord's request for zoom closed captioning.
4. At the initial merits hearing, the Tenants proved on a balance of probabilities that the Landlord failed to maintain the rental unit in a good state of repair, fit for habitation, and in compliance with applicable health and safety standards, contrary to section 20 of the *Residential Tenancies Act*, 2006 (the "Act"). Various monetary relief was awarded, however, the Landlord submits the Board erred in awarding the Tenants a rent differential.
5. While a rent differential is specifically identified as an accepted form of relief under section 31(2) of the *Act* for a T2 Application, the Landlord submits the Board had no legal authority to award a rent differential in the current T6 maintenance application. The Landlord further submits there was insufficient information before the member to make such an award
6. The Tenant, in contrast, submits the rent differential is allowed under section 30(1) of the *Act*. In this regard, it is not disputed that the Board's powers in a T6 Application comes from section 30(1) of the *Act*, which provides that the Board may do one or more of the following:

...

 5. Order the landlord to pay a specified sum to the tenant for,
 - i. the reasonable costs that the tenant has incurred or will incur in repairing or, where repairing is not reasonable, replacing property of the tenant that was damaged, destroyed or disposed of as a result of the landlord's breach, and
 - ii. **other reasonable out-of-pocket expenses that the tenant has incurred or will incur as a result of the landlord's breach.**

...

 9. **Make any other order that it considers appropriate.** 2006, c. 17, s. 30 (1). [emphasis added]
7. The Tenant submits a rent differential award constitutes a reasonable "out-of-pocket" expense as contemplated in provision 5 of 30(1) or in the alternative, an "appropriate" order as contemplated in provision 9 of section 30(1).
8. As noted, a rent differential award is available remedy in a T2 application, but only where it can be shown that the "*tenant was induced by the conduct of the landlord...to vacate the rental unit...*". In my view, the intent of a rent differential is to compensate a party for having to relocate and incur an increased rental cost due to a severe breach experienced at the rental unit which had the effect of "inducing" the party to vacate.

9. Here, at paragraph 49 of the Order, the member found that *“the failure of the Landlords to address the issues within the unit in a timely fashion created conditions for the Tenant to vacate the rental property”* It was thus submitted by the Tenants that a rent differential is an appropriate remedy as the Tenant’s decision to leave the premises was the result of the maintenance issues experienced, as determined by the Member.
10. While it is clear the Landlord disagrees with the Member’s findings, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in the hopes of a better outcome. Moreover, a request will not be granted simply because a review adjudicator might have come to a different conclusion about the evidence.
11. In the circumstances, I am satisfied that provision 5 in section 30(1), or in the alternative provision 9 in section 30(1), is sufficiently broad for a rent differential to be awarded in such circumstances where the maintenance issues are of such a severity so as to “induce” and/or “create conditions” necessary for a Tenant to vacate the property. Based upon the findings made by the Member, I am satisfied that is what occurred here.
12. The hearing record for this matter also shows that the member elicited particulars from the Tenants as to the underlying basis for their rent differential claim. In this regard, the Tenants provided oral testimony concerning their new lease particulars and increased rent calculation. The Order shows that a full 100% rent differential was not awarded, nor was the rent differential award granted for the full 12 months. Instead, the member awarded the Tenants 50% of the increased rent costs incurred for a period of 8 months, which costs were incurred by only two of the Tenants: Colvin Gallant and Kyle MacNeil. I therefore do not find that the amount awarded was arbitrary or not otherwise connected to the evidence adduced at the hearing.
13. As I am not satisfied there is a serious error in the Order or the proceedings, the RTR is denied. The Order will remain unchanged, subject to the noted clerical amendments with respect to the payment date identified at the review hearing.

It is ordered that:

1. The request to review order LTB-T-051289-22 issued on November 7, 2025 is denied. Subject to paragraph 2 immediately below, the order is confirmed and remains unchanged.
2. LTB-T-051289-22 order issued on November 7, 2025 is amended as follows:

Paragraphs 2 and 3 of the order (mistakenly identified in the order as paragraphs 5 and 6, respectively) are deleted and replaced with the following:

 2. The Landlord shall pay the Tenant the full amount by November 18, 2025
 3. If the Landlord does not pay the Tenant the full amount owing by November 18, 2025, the Landlord will owe interest. This will be simple interest calculated from November 18, 2025 at 5.00% annually on the balance outstanding.

3. The interim order issued on December 16, 2025 is cancelled. The stay of order LTB-T-051289-22 is lifted immediately.

April 10, 2026
Date Issued

Peter Nicholson
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.