



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

Citation: Edith v Kamran, 2026 ONLTB 32367

Date: 2026-04-20

File Number: LTB-L-102398-25-RV

In the matter of: PH 201, 155 BEECROFT RD
NORTH YORK ON M2N7C6

Between: Klemas Edith Landlord

And

Reza Kamran Tenant

Review Order

Klemas Edith (the 'Landlord') applied for an order to terminate the tenancy and evict Reza Kamran (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-102398-25 issued on April 9, 2026.

On April 17, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. The Tenant attended the hearing and was assisted with translation from Farsi by a friend the Tenant brought to a hearing. The Tenant submits that the hearing was procedurally unfair because there were issues with the translation provided to him, he only became aware of the hearing a day before the hearing, and on the day of the hearing he was under significant stress and not feeling well mentally. The Tenant says he is under the care of a psychiatrist and is on medication.
2. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order, that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding.
3. The Tenant states generally that there were issues that impacted his ability to participate in the proceeding but provides no specific information about what he wanted to say at the hearing but was unable to or what specifically was misinterpreted at the hearing. The order and hearing recording both reflect that the Tenant provided testimony on the relevant issues.
4. In *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807, the Divisional Court affirmed, at paragraph 11, that “it is incumbent on a party [who claims they were incapable of participating in the hearing] to raise the issue with the tribunal, or for there to be a basis on which the claim of incapability is grounded objectively in events at the hearing”. Neither are true in this case.
5. The recording does not support the Tenant’s submissions that he was denied procedural fairness. The Tenant largely testified in English without the need of his friend’s translation services. While the Tenant did rely on his friend to translate at times, the testimony given by the Tenant reflected that he understood what was being asked of him and what was occurring in the proceeding. The Tenant provided testimony about the arrears, the leak in the rental unit, whether the Tenant is renting the unit to others as claimed by the Landlord, and about his circumstances relevant to relief from eviction. The recording supports that the Tenant understood the relevant issues and was heard on those issues.
6. In *Sutton v. Patterson and Morrow*, 2021 ONSC 1403, the Divisional Court at paragraph 6 affirmed that a party who has a procedural fairness concern are obligated to make their objections known, not wait until the appeal to raise their fairness concerns. The Tenant did not raise during the hearing that there were issues with the translation being provided or that he was unable to participate in the hearing for any other reason.
7. The Board’s records reflect that the notice of hearing was mailed to the Tenant on February 26, 2026, for the hearing that occurred on March 31, 2026. The Tenant did not seek an adjournment at the hearing. While the Tenant did ask for more time to provide records about rent payments during the hearing, the Tenant did not connect that request to receiving insufficient notice of hearing. The Tenant has not made clear in the review request why he could not produce evidence within the time he had to prepare, nor has

the Tenant provided any supporting documentation, such as payment records, with the review request.

8. The Tenant states that a medical condition prevented him from participating but other than saying he was under stress the Tenant does not make clear what that medical condition is. The Tenant has not provided any supporting medical documentation, such as a doctor's note, to provide further information.

It is ordered that:

1. The request to review order LTB-L-102398-25 issued on April 9, 2026 is denied. The order is confirmed and remains unchanged.

April 20, 2026
Date Issued

Amanda Kovats
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.