



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

Citation: Lewis v Zheng, 2026 ONLTB 32411

Date: 2026-04-20

File Number: LTB-T-051046-25-RV

In the matter of: 119 Colborne street east
Oshawa ON L1G1M3

Between:	Jazmyn Lewis	Tenant
And		
	Cecelia Zheng	Landlord

Review Order

Jazmyn Lewis (the 'Tenant') applied for an order determining that Cecelia Zheng (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-051046-25 issued on April 15, 2026.

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

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

Determinations:

1. 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. I say this for the following reasons.
2. The Landlord's request for review is more than 20 pages long. To simplify, I would summarize the Landlord's request for review as raising the following grounds:
 - The Member erred by awarding remedies that were greater than sought in the application and the amount was unreasonable;
 - The Member made serious errors in fact;
 - The Member misapprehended the Landlord's conduct and did not appropriately assess the impact related to the remedy.

Did the Member err by awarding remedies that were unreasonable in all of the circumstances?

3. The Landlord disagrees with the quantum of an abatement of rent granted related to the maintenance issue. Specifically, the Landlord states the Member awarded more than sought by the Tenant in the application.
4. While the Board form T6 does not instruct the applicant tenant to calculate the requested abatement on a percentage basis, it is standard practice for the Board to calculate a remedy to the date of repair, without an amendment request and at an appropriate amount.
5. At paragraphs 20 and 21, the Member sets out clear findings related to the date of disrepair to resolution. The Member considered the evidence submitted by the parties to arrive at the conclusion that the disrepair continued for 23 months. Based on the disruption to the Tenant, the Member awarded at 13% abatement.
6. In my view and based on the standard practice of the Board, it was not unreasonable for the Member to consider a remedy to the date of repair.
7. Awarding specific remedies involves an exercise of a Member's discretion. The reviewing Member should not interfere with the hearing Member's decision even if they may have exercised the discretion in a somewhat different way. What is important is whether the remedy is within the range of reasonable, acceptable outcomes and, if so, the Member's determinations are entitled to considerable deference.
8. I find that the Member's findings had a sufficient evidentiary basis. I am not satisfied that the Member's discretion was exercised improperly or that the decision is clearly wrong or unreasonable. This portion of the review request is denied.

Did the Member err in fact?

9. The Landlord's review request states that the Member made a serious error in fact by treating the maintenance issue as continuous and severe, contrary to the evidence.
10. In the order, at paragraphs 14, 15, 16 and 20, the Member finds that the Landlord is in breach of their obligations related to the roof. This determination is based on the evidence presented by the parties at the hearing. For clarity, the Member found that the roof issue was ongoing, assessed the impact and awarded a reasonable remedy to compensate the Tenant for the inconvenience. All of which was supported by reasons and those reasons fall within an acceptable range of outcomes.
11. With respect to the allegation that the order contains a material error of fact related to the roof issue, a Board Member's findings of fact will be given considerable deference on review. Absent some indication that the Board's findings of fact were unreasonable given the evidence before the Member, or new and material evidence is now available that was not available at the time of hearing, the Board will not grant a review alleging a material

error of fact.

12. While the Landlord objects to the Member's determination at paragraph 10, that the issue continued until resolved in June 2025, I cannot find this to be an unreasonable conclusion based on the evidence before the Member. The Member heard the evidence at first hand and was in the best position to assess that evidence. The Member provides clear and logical reasons to support the ultimate outcome.

Disagreement in General

13. Much of the request for review is a restatement of the Landlord's evidence or potential evidence and their view of the conclusions that should have been reached based on the evidence. Simple disagreement with the Board's conclusions and order cannot be the basis for a review.
14. For example, the Landlord claims the Member mischaracterized the Landlord's response to the Tenant's complaints, questions the Landlord's credibility and motives for delaying repairs and actions taken by the Landlord. The Landlord also challenges the Member's analysis of the impact of loss of use.
15. Essentially, the Landlord is unhappy with the outcome of the order. Having reviewed the case and the reasons provided by the Member in determining to grant the Tenant's application, I am of the view the order does not contain any serious errors or errors in procedure. The Member's decisions about the Landlord's breach and response to the Tenant's complaints are based on the evidence presented at the hearing. The Member's discretion related to the remedy awarded is supported by logical reasons.
16. The Board has published Guideline # 8 entitled "Review of an Order" in order to assist parties in understanding how the Board normally approaches issues that arise. It is not binding on me but I find it informative and choose to follow it. It states:

"The Board will not interfere with the proper exercise of discretion by a Member. Discretion refers to decisions such as whether relief from eviction should be granted (see section 83) or what remedies should be ordered in a particular case. The reviewing Member should not interfere with the decision even if they may have exercised the discretion in a somewhat different way. A review is not for making minor adjustments to the discretion which was reasonable: for example, that an abatement was within the reasonable range of amounts given which could have been ordered."
17. Given all of the above, the Landlord's review request must be denied.
18. A Member has a broad discretion whether or not to permit a review of an order and, pursuant to Rule 26.9 of the Rules, the Board may decide to deny the request for review without a hearing.

19. The request for review does not support a conclusion that there might be a serious error in the order or that a serious error occurred in the proceedings.
20. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-T-051046-25 issued on April 15, 2026 is denied. The order is confirmed and remains unchanged.

April 20, 2026
Date Issued

Dana Wren
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.