



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

Citation: ISLINGTON APARTMENTS INC. v Cordoba, 2026 ONLTB 33683

Date: 2026-04-29

File Number: LTB-L-062565-25-RV

In the matter of: 105, 2356 ISLINGTON AVE
ETOBICOKE ON M9W3X3

Between: ISLINGTON APARTMENTS INC.

Landlord

And

Fransisco Cordoba

Tenant

Review Order

ISLINGTON APARTMENTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Fransisco Cordoba (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 wilfully or negligently caused damage to the premises.

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-062565-25 issued on February 4, 2026.

The review request was heard by videoconference on March 16, 2026.

Only the Landlord's agent Rachel Hachon attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 9:34a.m.

Determinations:

1. The Board dismissed the Landlord's application for eviction and compensation for damages the Landlord alleged that the Tenant caused. For the following reasons, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.

2. The Landlord's review request is largely based on events that they alleged occurred at the hearing. The Landlord states in the review request that the Tenant was allowed to rely on new previously undisclosed evidence during the hearing and the Board denied the Landlord the opportunity to give closing submissions. At the review hearing the Landlord's agent added that the Landlord was not given an opportunity to cross examine the Tenant.
3. The Landlord has provided insufficient information and evidence to support that the hearing was procedurally unfair. The Landlord's agent who was at the review hearing was not present for the hearing they allege was procedurally unfair. Ms. Hachon stated that the Landlord relayed to her what occurred. As Ms. Hachon was not present for the hearing, I'm not satisfied that Ms. Hachon has an accurate or reliable account of what occurred at the hearing.
4. The Board records its proceedings. The Landlord did not provide a transcript, request a copy of the recording, or identify the relevant timestamps relevant to the review request. Despite failing to do so, I told the Landlord's agent at the review hearing that they had until March 30, 2026, to provide post hearing submissions with the relevant timestamps from the recording that they believe support their review submissions. The Landlord did not file any post hearing submissions.
5. I'm not satisfied by the Landlord's bald assertion that the hearing was procedurally unfair. The order provides a summary and analysis of the Landlord's evidence. The order reflects that the Landlord was given an opportunity to provide relevant evidence.
6. The Landlord does not identify in the review request what the new evidence the Tenant relied upon during the hearing was. At the review hearing the Landlord's agent indicated that the new evidence was that during the virtual hearing the Tenant used their computer camera to show the conditions of the rental unit. A live walkthrough of the rental unit is not the type of evidence that could have been disclosed prior to the hearing. Without a transcript or timestamps from the recording the Landlord has not proven that they were not provided with an opportunity to challenge or respond to the evidence.
7. The Landlord states in the review request that the Board misapprehended and failed to properly consider their evidence about damages in the rental unit. The Landlord states that they provided clear, detailed, and comparative evidence including photographs comparing the rental unit to another unit. The Landlord submits that the Board brushed aside their evidence without meaningful analysis and that the Board's decision to dismiss the application was unreasonable.
8. While paragraph 12 of the order mentions photographs provided by the Landlord it does not explicitly refer to photos showing comparisons between different units. Again, the Landlord has not provided any references to the hearing recording to establish that they actually presented this evidence to the Board. It is not a serious error for the Board not to consider what was not before it.
9. The Supreme Court in *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, at paragraph 3 establishes that administrative tribunals do not have to consider and comment upon every issue raised by the parties in their reasons. The order need only provide sufficient reasons. I find that it did. Paragraphs 8 to 13 provide an overview of the evidence provided by the Landlord. At paragraphs 20 to 27 the Board explains why the Landlord

failed to meet their burden of proof. While the Board accepted that there was some damage in the rental unit, the Board was not satisfied that the Landlord proved the damage was primarily caused by the Tenant. The Board accepted that there were also long-standing moisture, ventilation deficiencies, and building conditions. The Board notes that the City of Toronto had previously issued compliance orders against the Landlord and that the Tenant showed the Board Member the issues during the hearing. The Board also found that the Landlord led insufficient evidence to prove that prior issues with pet urine caused corrosion to the various places alleged in the rental unit. The order reveals a reasonable basis for the result. I'm not satisfied that the Landlord has established that the order contains a serious error.

It is ordered that:

1. The request to review order LTB-L-062565-25 issued on February 4, 2026 is denied. The order is confirmed and remains unchanged.

April 29, 2026
Date Issued

Amanda Kovats
Member, Landlord and Tenant Board

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