



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

Citation: DoRego v Al Nasser, 2026 ONLTB 34445

Date: 2026-04-28

File Number: LTB-L-075408-25-RV

In the matter of: Apt.2, 1160 BLOOR ST W
TORONTO ON M6H1N1

Between: Joao DoRego Landlords
Georgina DoRego

And

Khalid Al Nasser Tenants
Will Lamber

Review Order

Joao DoRego and Georgina DoRego (the 'Landlords') applied for an order to terminate the tenancy and evict Khalid Al Nasser and Will Lamber (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was resolved by order LTB-L-075408-25 issued on March 26, 2026.

On April 24, 2026, the Landlords requested a review of the order.

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

Determinations:

1. The Landlords' application was dismissed because the Board determined that the eviction application was brought because the Tenants enforced their legal rights by refusing to pay an illegal rent increase. The Board therefore determined that mandatory relief from eviction pursuant to section 83(3)(c) of the *Residential Tenancies Act, 2006* ('the Act') applied. Alternatively, the Board determined that it would not be unfair to refuse eviction under section 83 of the Act.
2. The issues raised by the Landlord in the review request can be summarized as follows:
 1. The Landlords submit that the Board erred in its application of *Loc Le v. O'Grady*, 2018 ONSC 6387 ('*Loc Le*')

2. The Landlords submit that the Board failed to consider the testimony of the Landlord Georgina DoRego ('G.D').
 3. The Landlords submit that it was a serious error for the Board to fail to consider whether the Landlords served a notice of rent increase and that above guideline rent increases are allowed under the *Residential Tenancies Act, 2006* ('the Act').
 4. The Landlords submit that the conversation about the illegal rent increase was a settlement discussion and therefore should not have been considered by the Board.
 5. The Landlords submit that the Board made a serious error by not considering the cases of *Feeney v. Noble*, 1994 CanLII 10538 and *Salter v. Beljinac*, 2001 CanLII 40231.
 6. The Landlords submit that it was a serious error for the Board to consider the circumstances surrounding how the Landlords came to be in possession of the unit they currently live in.
 7. The Landlords submit that the Board should have considered prejudice to the Landlords.
 8. The Landlords submit that the Board made a serious error by considering and relying on the absence of testimony from the Landlord J.D's mother about her financial situation.
 9. The Landlords submit that during cross examination the Tenants representative was posing questions as statements to the Landlord J.D and that it was a serious error for this to be allowed.
 10. The Landlords take issue with the Board reiterating the Tenant's testimony that the Landlord threatened to sue them for an aging terrace.
 11. The Landlords submit that the Board erred in allowing video evidence of a recorded conversation because the Landlords submit that the Tenants are trying to lead the Landlord into making statements about raising the rent.
3. 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.

Loc Le

4. The Landlord submits that the Board erred in its application of *Loc Le v. O'Grady*, 2018 ONSC 6387 ('*Loc Le*'). That case establishes that once the Board determines that an eviction application was brought because a tenant attempted to secure their legal rights the Board is obliged to refuse the application. In the order under review the Board correctly cites that the case stands for that proposition.

5. The Landlord submits that the Board failed to consider that the facts in this case and in *Loc Le* are different. The Landlord submits that in *Loc Le* the Landlord served a notice of termination after approaching the Tenant about an illegal rent increase whereas in this case the rent increase was discussed after the landlord had already mentioned eviction for personal use. In this regard the Landlord is really disputing the Board's factual determination that the notice of termination was served as retaliation for refusing an illegal rent increase not the Board's legal interpretation of *Loc Le*.
6. The Board did not make an unreasonable finding of fact that the notice of termination was retaliatory. The order notes that the notice of termination was served on August 26, 2025. That is after the June 2025 conversations where the Landlord suggests illegally increasing the rent. The Board provides sufficient reasons for its determination that the application was retaliatory at paragraphs 20 to 24 of the order. The Board's finding is rationally connected to the evidence led at the hearing.
7. While paragraph 4 of the order reflects that the Landlord J.D testified that he told the Tenants during the June 19, 2025, conversation that he needed to move in, paragraph 23 of the order shows that the Board had concerns about that testimony. The Board notes that had the Landlord "told the Tenants at the June 19, 2025 meeting that he needed to move into the rental unit, as he alleges, then it makes little sense that he would have been so focused on how to keep the Tenants in the rental unit at the June 28, 2025 meeting". The Board also notes that there were inconsistencies in the Landlord J.D's evidence, while the Tenants' testimony remained consistent and was supported by supplementary evidence. The Board did not apply any improper principles in assessing the evidence introduced. The Landlord has not established that the Board made an unreasonable finding of fact that the application was filed as retaliation for the Tenants enforcing their legal rights.

The Testimony of the Landlord Georgina DoRego

8. The Landlords submit that the Board failed to consider the testimony of the Landlord Georgina DoRego ('G.D'). The Landlords submit that G.D testified about her health, the impact it has on her housing, and how it impacts the need to move.
9. I have listened to the portion of the hearing recording where G.D testifies. She testifies briefly between 36:30 to 40:00 on the hearing recording. She affirms that she signed a declaration, intends to move into the rental unit with the other landlord J.D, that the Landlords are going to fix up the rental unit first, and states that she does not handle the tenancies. G.D was asked by her representative "when you last moved to the property that you are in now do you recall the reasoning moving into that unit". In response G.D says that the Landlords sold their house, that she was going through chemo, the Landlords had lived with their daughter and needed to go somewhere.
10. While I agree with the Landlords that the order does not mention G.D's testimony, the bulk of the testimony on behalf of the Landlords was provided by J.D. J.D's testimony is discussed at length in the order. G.D provided information about why the Landlords

moved into their current residence but not why they need to move into the specific rental unit in question.

11. The Supreme Court in *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, establishes at paragraph 3 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 does. As G.D provided no information about why the Landlords want to move into the rental unit in question, testified that she does not deal with the tenancy, and the order does address the testimony of the other Landlord J.D at length, I'm not satisfied that failing to address G.D's testimony establishes that the order contains insufficient reasons.

Rent Increase

12. The Landlords submit that it was a serious error for the Board to fail to consider whether the Landlords served a notice of rent increase and that above guideline rent increases are allowed under the Act.
13. The Board found that the Landlord had a verbal conversation with the Tenants about an illegal rent increase. I'm not satisfied that there was insufficient evidence before the Board to support its conclusion that the reason for the eviction application was retaliation for the Tenants refusing an illegal rent increase. The Act does not say that a written notice of rent increase must be served for section 83(3)(a) to apply.
14. While above guideline rent increases are allowed under the Act that is only if they are applied for and approved by the Board. There is no suggestion in the review request that the Landlord received approval for an above guideline increase in this case. I therefore fail to see how the theoretical possibility of a legal above guideline increase is relevant.

Settlement Privilege

15. The Landlords submit that the conversation about the illegal rent increase was a settlement discussion and therefore should not have been considered by the Board. The attempt at the illegal rent increase was relevant evidence regarding the Landlord's good faith intention and whether relief from eviction should apply. It was therefore not a serious error for the Board to consider it.
16. The Landlord is improperly trying to claim settlement privilege to prevent the Tenant from raising relevant evidence. The Landlord filed the eviction application after the discussions about the illegal rent increase. There is also no suggestion in the review request that the discussions were made with the express or implied intention that the discussions would not be disclosed in a legal proceeding. The Landlord has not established that settlement privilege applies.

Feeny and Salter Cases

17. The Landlords submit that the Board made a serious error by not considering the cases of *Feeney v. Noble*, 1994 CanLII 10538 (ON SC) ('*Feeney*') and *Salter v. Beljinac*, 2001 CanLII 40231 ('*Salter*'). Both of those cases are about the relevant test for determining if a landlord intends in good faith to move into a rental unit. While the cases are not explicitly mentioned in the order, nothing in the order supports that the Board misapplied the relevant legal test for determining good faith. The Board did not dismiss the application because they weren't satisfied that the Landlord would move in. The Board dismissed the case pursuant to section 83(3)(c) as the application was brought because the Tenants attempted to secure their legal rights. Neither *Feeney* nor *Salter* are cases relevant to 83(3)(c). *Salter* mentions a similar section to 83(3)(c) in a previous version of the Act, but it is mentioned in passing and is not the subject of that case. *Salter* was not a case about a landlord serving a notice of termination as retaliation for a tenant exercising their legal rights.

Evidence about the Landlords' Current unit

18. The Board considered that the Landlords received possession of their current unit by evicting a tenant for the Landlords' own residential use. The Board also considered why the Landlords had claimed they wanted that specific unit and that the Landlords had told the tenant who was evicted that they could stay if they paid more rent, just as the Landlords did in this case.
19. The Landlords submit that it was a serious error to consider how the Landlords got into possession of their current unit because it's a different rental unit than the one in this application, it involved a different tenant, and the Landlords in this case weren't actually the Landlords of the other unit (one of their parents was). Section 15 of the *Statutory Powers Procedures Act* establishes that the Board can admit any evidence that is relevant. That the Landlords' family has a pattern of evicting tenants for their own use after asking them to pay more in rent is relevant evidence of the Landlord's good faith intent in this case. The Board therefore did not make a serious error in admitting and considering it.
20. Paragraph 6 of the order states that the tenant that was evicted from the Landlords' current unit testified that the Landlord J.D told them that they could stay if they paid more in rent. The Landlord submits that the Board should have considered the testimony that the tenant asked for another unit as opposed to the Landlords offering it. The order states that the witnesses' testimony was that they were told they could stay. The order appears to be referring to the tenant's unit not some other unit. The Landlords have not provided a transcript or referenced a timestamp from the recording to reflect that the Board misinterpreted the witnesses' testimony or that the witness gave additional testimony about some other unit. However, even if the witness did give testimony about some other unit, I'm not satisfied that the Board made a serious error by not explicitly referencing it. The Board provides numerous reasons, outside of just the testimony of this witness, for why the Board found that the application was served because the Tenants attempted to enforce their legal rights.

Prejudice to the Landlord

21. The Landlords submit that the Board should have considered prejudice to the Landlords. The Landlords submit that there was evidence of G.R's health condition and the Landlords' financial circumstances. While the balancing of prejudice to both parties is relevant to discretionary relief from eviction under section 83(1) of the Act, eviction was mandatory once the Board determined under section 83(3)(c) that the eviction was brought because the Tenants attempted to enforce their legal rights. The Board did not have the discretion to still grant an eviction captured by section 83(3)(c) because refusal would prejudice the Landlords.

Evidence about the Financial Hardship of J.D's Mother

22. Paragraph 20 of the order states that the Landlord J.D testified at the hearing that the precipitating event for the delivery of the notice of termination was the financial hardship of his mother, whose rental unit he resides in rent free. The Board then considers that the Landlords' did not submit any documentary evidence about J.D's mothers' financial situation and JD's mother did not testify.
23. The Landlords submit that it was not relevant that J.D's mother did not testify. I am not persuaded by the Landlord's submissions in this regard. If the precipitating event for the delivery of the notice of termination was financial hardship on behalf of J.D's mother then the lack of evidence supporting that actual hardship exists was relevant. The Board made no serious errors in considering the lack of evidence provided in this regard.

Cross Examination of the Landlord J.D

24. The Landlords submit that during cross examination the Tenants representative was posing their questions as statements to the Landlord. The Landlords submit that it was a serious error for this style of questioning to be allowed. The Landlord has not provided me with an example of the questions they submit were inappropriate nor have they provided a transcript or reference to a timestamp to the hearing recording where such a question is asked. The Landlord has provided insufficient information to support this ground of review.

Aging Terrace

25. The Landlord takes issue with the Board reiterating the Tenant's testimony that the Landlord threatened to sue them for an aging terrace. The application was dismissed because the Board determined that the application was brought because the Tenants refused to pay an illegal rent increase. As such any issues about an aging terrace are not determinative of the outcome of the case and cannot constitute a serious error.

Video Evidence

26. The Landlord submits that the Board erred in allowing video evidence of a recorded conversation where the Tenants are trying to lead the Landlord into making statements about raising the rent. The evidence was relevant, and it was therefore not a serious error to admit it. The order notes that the Landlord J.D did not dispute making the comments on the recording. I'm not satisfied that the Board made any serious errors in considering the video evidence.

It is ordered that:

1. The request to review order LTB-L-075408-25 issued on March 26, 2026 is denied. The order is confirmed and remains unchanged.

April 28, 2026
Date Issued

Amanda Kovats
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.