



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

Citation: Smith v Serenity Residential Inc., 2026 ONLTB 33381

Date: 2026-04-30

File Number: LTB-T-027152-26-IN2-RV

In the matter of: 3, 155 BARRIE RD
ORILLIA ON L3V2P6

Between: Murray Smith Tenant

And

Serenity Residential Inc. Landlord
Lakeview Realty Property Management
Moe Zadeh

Review Order

Murray Smith (the 'Tenant') applied for an order determining that Serenity Residential Inc., Lakeview Realty Property Management and Moe Zadeh (the 'Landlord') :

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

On April 9, 2026, the Board issued interim order LTB-T-027152-26-IN2 wherein the Board found that the Act applied.

On April 22, 2026, the Landlord 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 Landlord alleges that the order contains serious errors.
2. The Landlord alleges that the Landlord's agent requested an adjournment of the hearing, but that the Vice Chair did not permit the Landlord's agent to make full submissions in support of this request. I have listened to the hearing recording and while the Landlord's agent did express at the commencement of the hearing that there was not a lot of notice

for the hearing, they did not request that the hearing be adjourned. The Landlord's agent had ample opportunity to articulate that they were seeking an adjournment, but did not do so. As a result, I see no error in this regard.

3. The Landlord also alleges that the Vice Chair erred by not permitting the Landlord to submit evidence at the hearing that was not disclosed to the Tenant in accordance with the Rules. I am not persuaded that this constitutes a serious error for two reasons.
4. Firstly, the Landlord offered no explanation as to why this evidence was not produced in accordance with the Rules or why it was not produced prior to the hearing date. While the Board may waive a Rule, it cannot be said that the Board erred by failing to waive a Rule when no reasons were provided to support the waiving of the Rule.
5. Secondly, the photographs that the Landlord sought to introduce would not have changed the result. The only documentation which spoke to the nature of the tenancy was a Residential Tenancy Agreement (Standard Form Lease). The order finds that the Act applies largely because of this agreement. The exemption under subsection 5(j) upon which the Landlord seeks to rely states that the Act does not apply with respect to "premises occupied for business or agricultural purposes with living accommodation attached if the occupancy for both purposes is under a single lease and the same person occupies the premises and the living accommodation". The tenancy agreement between the parties does not identify any business or agricultural purposes. "Predominant use" only arises in situations where there is a tenancy agreement that is for both residential and business/agricultural purposes. As a result, "predominant use" has no application here, the photographs would not have changed the result, and I see no errors in this regard.
6. I should also note that the Landlord alleges that the finding that the Act applies is erroneous based on a number of allegations relating to the intention of the parties at the commencement of the tenancy, however, the Landlord purchased the property after the tenancy commenced, was not a party to the original tenancy agreement at the time of its formation, and did not provide any documentation or witnesses to support their allegations in this regard. As a result, I am not persuaded that the Landlord has produced any evidence with respect to the intention of the parties that would suggest that the Act does not apply.
7. The Landlord also alleges that the hearing was not procedurally fair. Having listened to the hearing recording, I am not persuaded that the hearing was procedurally unfair. All parties were given the opportunity to ask questions and make submissions as required.
8. As a result, 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 or that the Landlord was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-T-027152-26-IN2 issued on April 9, 2026 is denied. The order is confirmed and remains unchanged.

April 30, 2026
Date Issued

Richard Ferriss
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.