



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

Citation: Parsons v Ieraci, 2026 ONLTB 9592

Date: 2026-05-05

File Number: LTB-T-073063-22-RV / LTB-T-036939-22-RV

In the matter of: BASEMENT, 28 LINDNER STREET
TORONTO ON M6N2Z8

Between: Misty Parsons Tenant

And

Frank Ieraci Landlord

Review Order

Misty Parsons (the 'Tenant') applied for an order determining that Frank Ieraci (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.
- withheld or interfered with their vital services or care services and meals in a care home (LTB-T-073063-22).

The Tenant applied for an order determining that 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 (LTB-T-036939-22).

This application was resolved by order LTB-T-073063-22 and LTB-T-036939-22 issued on December 2, 2025.

On December 31, 2025, Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved. The Landlord alleged that there is a serious error in the order. On January 9, 2026, the Landlord amended the request to review the order.

On January 27, 2026, interim order LTB-T-073063-22-RV-IN and LTB-T-036939-22-IN was issued, staying the order issued on December 2, 2025.

This request was heard by videoconference on March 9, 2026. The Tenant, the Tenant's Legal Representative, E. Roeper, the Landlord, and the Landlord's previous and current Legal

Representatives, M. Stoute, and V. Reznik, attended the hearing. At his request, M. Stoute was removed from the record as a representative for the Landlord.

Preliminary Issue:

The Landlord sought an adjournment because he recently retained his representative, V. Reznik on March 2, 2026, who had no access to the file until March 4, 2026. The Landlord's Legal Representative stated that the adjournment is necessary because the file is voluminous, and the Landlord filed an application to evict the Tenant which should be heard with this review. The Landlord's Legal Representative was also sick last week, and on March 6, 2026, received a 700-page disclosure from the Tenant's Legal Representative.

The Tenant opposed the adjournment request, arguing that her disclosure did not constitute new evidence. The Tenant had simply reorganized the evidence she relied on in previous proceedings, and the only new disclosure was the transcript of the recordings of the previous proceedings. The Tenant also stated that the Landlord's Legal Representative accepted the retainer with knowledge that the matter was scheduled to be heard in a few days.

Section 183 of the *Residential Tenancies Act, 2006* ('the Act') provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

The Landlord filed this request on December 31, 2025, and amended it on January 9, 2026, approximately two months before the hearing date. Therefore, the Landlord was fully aware of the case they were required to meet. I find it unreasonable for the Landlord to seek to delay the proceedings by retaining a new representative on March 2, 2026, one week prior to the hearing, particularly where that representative appears to claim he was possibly sick on the date he was retained. This conduct demonstrates a lack of genuine interest in the timely and expeditious resolution of the review request. In these circumstances, I denied the request for an adjournment.

The Tenant requested that costs be awarded against the Landlord and both representatives if this request were unsuccessful because basically, they ought to have known that they would have little or no chance of success and caused the Tenant to expend numerous hours preparing for the hearing, including obtaining a transcript. The Landlord and his representatives opposed the request. They were retained long after the proceedings began and were representing their client to the best of their ability based on their understanding of the history of the file.

Based on the submissions, I do not find the conduct of the Landlord to be sufficiently unreasonable so as to warrant an order for costs. The Tenant's request for costs is denied.

Determinations:

Overview

1. Following multiple hearings on March 16, 2022, September 16, 2022, February 3, 2023, April 30, 2024, and April 1, 2025, order LTB-T-073063-22 and LTB-T-036939-22 was issued granting the Tenant's requests in the application.

2. The Landlord was ordered to pay the Tenant \$10,139.81 in general damages and out-of-pocket expenses, and to pay an administrative fine of \$35,000.00 to the LTB.
3. Due to the LTB's finding that the Tenant was illegally locked out of the rental unit on July 5, 2021, interim order LTB-T-073063-22-IN3 issued on January 2, 2024, required the Landlord to provide alternative accommodation for the Tenant or allow her to obtain vacant possession of the rental unit by January 3, 2024. The order further stated that the LTB may consider issuing a fine of \$1,000.00 daily if the Landlord failed to comply with the LTB's directions.
4. The Landlord did not comply with the order, and he based his inability to do so on his unavailability because he was away on a trip. On his return on January 16, 2024, the Landlord claimed that he sent several emails to the Tenant's representative who failed to respond.
5. The Tenant regained possession of the rental unit on April 25, 2024, following the enforcement of the interim order by the Court Enforcement Office (Sheriff).
6. The LTB found the Landlord's reasons for failing to comply with the interim order were unreasonable.
7. The Landlord limited this request to the argument that the LTB seriously erred by imposing an administrative fine.
8. For the reasons that follow, I am satisfied that the order does not contain a serious error. The Landlord simply disagrees with the Member's findings and conclusions. Mere dissatisfaction with a Member's decision does not constitute a serious error and is not a basis upon which the decision can be set aside.

Review Request

9. In support of the request, the Landlord alleged that there is a serious error in the order. The Landlord specifically takes issues with the Member's finding in paragraph 21 of the order where she states that despite the threat of a fine, the Landlord's evidence on his attempts to secure alternative accommodation for the Tenant were poor. As a result, in paragraph 25 of the order, the Member concludes that '*The Landlord not only blatantly disregarded the Act but also disregarded an order requiring him putting the Tenant back in possession...*'.
10. The Landlord argued that the Member's acknowledgement that he at least made an effort, contradicts the finding that he blatantly disregarded the interim order and the Act. The Landlord further submitted that an administrative fine is intended to serve as a deterrent to encourage compliance and should not be punitive in nature.
11. The Landlord stated that the Member erred by ignoring their evidence that the unit was uninhabitable and remains so. The LTB also ordered physically impossible repairs despite knowledge of the history of problematic flooding in the unit. The Tenant disputed the claim that the unit was uninhabitable.
12. The Tenant opposed the review request, stating that the Member considered the Landlord's claim about the emails and alleged lack of a response from the Tenant's Legal

Representative. The Landlord provided over an hour of testimony about the emails on April 30, 2024. In the end, the Member concluded that the Landlord was not entirely credible because he failed to provide the email responses which he received from the Tenant's representative.

13. Although the Landlord responded that the Member cut him off during his testimony about the emails, this claim is not contained in the review request and will therefore not be considered.

Analysis

14. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding*".
15. On the issue of the administrative fine, the Member relied on Guideline 16 which explains that the purpose of a fine is to encourage compliance with the Act and to deter Landlords from engaging in similar activities in the future. The guideline states, '*This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA*'.
16. Despite the Landlord's arguments about the emails, paragraph 14 of the order shows that on cross examination he confirmed the possibility that the Tenant's representative tried to contact him several times regarding the LTB's directions that he provides an alternative accommodation for the Tenant. The Member also appeared doubtful of the Landlord's claims that he was away from the country prior to January 16, 2024, as no evidence was provided to substantiate the claim.
17. Given that the Tenant was unlawfully locked out of the rental unit in 2021, constituting a breach of the Act, and that the Landlord's reasons for failing to comply with the interim order were unsupported by any objective evidence, the Member imposed the administrative fine on the Landlord. While the Landlord argued that his behaviour was not a blatant disregard of the Act, section 24 of the Act specifically provides that a landlord shall not alter the locking system on a door giving entry to a rental unit or residential complex or cause the locking system to be altered during the tenant's occupancy of the rental unit without giving the tenant replacement keys. The Member did not err or act arbitrarily in the issuance of the fine, especially as the Landlord was warned that it was a possibility if he did not comply with the interim order.
18. The Landlord's other submissions, on the difficulty of obtaining an alternative accommodation for the Tenant and ordering physically impossible repairs because the repairs require vacant possession of the rental unit, were arguments already made at the hearing. The original hearing Member heard the evidence of the parties over multiple dates and years, understood its nuances, and found the Landlord in breach of the Act. A review request is not intended to give parties an opportunity to reargue the same position in hopes of achieving a more favourable outcome. Permitting such arguments would place an undue burden on the LTB's resources and hinder the LTB's ability to expeditiously resolve disputes between parties.

19. 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.

It is ordered that:

1. The request to review order LTB-T-073063-22 and LTB-T-036939-22 issued on December 2, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on January 27, 2026, is cancelled. The stay of order LTB-T-073063-22 and LTB-T-036939-22 is lifted immediately.

May 5, 2026
Date Issued

Jitewa Edu
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.