



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

Citation: Clipsham v Allaire, 2026 ONLTB 39075

Date: 2026-05-14

File Number: LTB-L-013025-25-RV

In the matter of: 1018 Panet St
Ottawa ON K1Z6E9

Between: Kris Clipsham Landlord

and

Angel Mahew Former Tenant

Review Order

Kris Clipsham (the 'Landlord') applied for an order requiring Joshua Allaire and Angel Mahew (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was resolved by order LTB-L-013025-25 issued on April 13, 2026.

On May 13, 2026, the Landlord requested a review of the order.

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

Determinations:

1. The Landlord files this review request alleging that the order contains a serious error.
2. The Landlord alleges that the presiding Member seriously erred by failing to consider the Landlord's evidence that the Tenant breached section 26(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). I interpret this to mean that the Landlord alleges that Member failed to consider the Landlord's allegation that the Tenant interfered with the Landlord's right to enter the unit governed under section 26(3) of the Act.
3. All of the claims in the Landlord's application are with respect to damages to the rental unit. It is unclear how refusing to allow the Landlord entry to show the rental unit to prospective tenants is in any way related to those claims. It is not an error for the

Member to fail to consider evidence that is irrelevant to the issues claimed in the application.

4. The Landlord also alleges that the presiding Member seriously erred by not penalizing the Tenant for the Landlord's loss of one month's rent as the Landlord was unable to rent the unit out due to the Tenant interfering with showing the unit. As stated in paragraph 3, the Landlord did not claim out of pocket expenses for substantial interference with the Landlord's lawful right. The Board cannot order a remedy for an issue that is not claimed in the application.
5. The Landlord also alleges that the order contains a serious error in that the hearing Member's determinations were influenced by misleading testimony given by the Tenant. The Landlord alleges that the Tenant gave false testimony.
6. Interpretation Guideline 8 - Review of an Order states that the Board's review process is not an opportunity to re-argue a matter that has been finally concluded. In *TSL-51694-14-IN-RV*, the Board held at paragraph 10:

A review is not an appeal or an opportunity to change the way a case was presented. The purpose of the review process is not to provide parties with an opportunity of presenting a better or different case than they did at first instance. There is nothing in the record or in the request for review to support a determination that the Member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions. I would not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of observing the witnesses and of hearing the evidence in its totality.

7. There is no indication that the Member applied improper principles in assessing the evidence introduced in this case or that there was insufficient evidence before the Board to support the Member's conclusions. I will not interfere with the assessment of the evidence by the Member of first instance, who had the opportunity of hearing the evidence in its totality.
8. Additionally, while the Landlord states that the hearing Member believed the Tenant's testimony over that of the Landlord's; however, that is a mischaracterization of what is stated in the order. At paragraph 9 of the order, the hearing Member explains in detail why the Member found the Landlord did not lead sufficient evidence to prove that the Tenant's dog caused the damage to the glass in the window. The onus is on the Landlord to provide sufficient evidence to prove their case, and, in this instance, the Landlord failed to do so.
9. For the foregoing reasons, I am not satisfied that there is a serious error in the order. Accordingly, the request to review the order shall be dismissed.

It is ordered that:

1. The request to review order LTB-L-013025-25 issued on April 13, 2026 is denied. The order is confirmed and remains unchanged.

May 14, 2026
Date Issued

Candace Aboussafy
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.