



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

Citation: Stronach v Khehra, 2026 ONLTB 35577

Date: 2026-05-14

File Number: LTB-T-070360-24-RV

In the matter of: 303, 21 BROOKHOUSE DR
NEWCASTLE ON L1B0V4

Between: Lynne Stronach Tenant
Liam Stronach

And

Sandip Khehra Landlord

Review Order

Lynne Stronach and Liam Stronach (the 'Tenant') applied for an order determining that Sandip Khehra (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-070360-24 issued on April 10, 2026 pursuant to a hearing held on March 5, 2026.

On April 29, 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 submits there is a serious error in the order or proceedings as:
 - a. The Landlord was denied natural justice due to the hearing Member not giving weight to the affidavit evidence submitted by the Landlord;
 - b. The Landlord was denied natural justice as the Member did not address the affidavits in accordance with the Board's Practice Direction on Evidence and in accordance with the correct legal tests;
 - c. The order makes an unreasonable finding of fact on the material issue of bad faith; and
 - d. The order makes unreasonable findings in respect to the damages awarded.

2. I find there is no serious error in the order or proceedings for the reasons below.
3. The Member draws to the attention of the Landlord's Legal Representative at the outset of the hearing that the affidavit evidence will be given little or no weight given the parties who tendered them are not there to be examined. The Landlord's Legal Representative acknowledges that the affidavits can be given less weight than viva voce evidence, but states no witnesses are available due to scheduling conflicts.
4. The Landlord's Legal Representative explains only the conflict for the Landlord, and provides no explanation for the other witnesses who provided affidavits, other than that they are unavailable. I note that the conflict for the Landlord is that they are appearing as a legal representative in a preliminary inquiry of a criminal proceeding. I further note that:
 - a. This matter had been previously adjourned, peremptory on the Landlord, as they had not attended and the Tenant wished to challenge the evidence of the Landlord through cross-examination. An interim order LTB-T-070360-24-IN was issued on June 6, 2025 that makes clear the Tenant's intent to cross-examine the Landlord on the affidavit and that procedural fairness would require the Landlord's attendance to rely on this affidavit evidence; and
 - b. This matter was also previously rescheduled on consent to accommodate a scheduling conflict of the Landlord.
5. I find no error in these circumstances in the member finding that it would be highly prejudicial to the Tenant to give any weight to the affidavit evidence, where no witnesses were presented for cross-examination.
6. I further find that the Member did not address the affidavits in a manner contrary to the LTB's guidelines. The Member did accept the affidavit evidence. This is clear from the order in which the Member considers portions of these affidavits. The Member however after consideration gave the affidavits no weight for the reasons contained in the order.
7. While the Landlord submits that these affidavits are inherently reliable and therefore should have been given weight as evidence, I see no basis for this submission. The Member addresses the affidavits at paragraph 13 of the order, which states:

"While hearsay evidence is admissible in proceedings before the Board, it must be weighed carefully to ensure procedural fairness. The individuals who sworn the affidavits did not attend the hearing at all. Given this, the Tenants effectively have no meaningful way to challenge the reliability or credibility of this evidence. I believe giving any weight to the affidavits submitted by the Landlord would be extremely prejudicial to the Tenants as they are unable to test it."
8. It is clear from these reasons that the Member considered what probative value it was possible to assign to this evidence in the absence of the Tenant's ability to challenge its reliability through cross-examination, and determined that the prejudicial effect in giving

weight to those affidavits outweighed that probative value. The Member therefore made a reasonable determination in this regard supported by adequate reasons.

9. The review request also states that the Member erred by calling the affidavits from the mother and daughter of the Landlord hearsay, as the Landlord submits they were tendered for context rather than the truth of their contents. This argument is absurd. The affidavits are out of court statements produced in their entirety for the purposes of this application. If they are not being admitted for the truth of their contents, then they hold no probative value and therefore are irrelevant. There can be no value in any context provided by these statements if the Landlord is not asserting that the content of those statements is true.
10. There was no error in procedural fairness or denial of natural justice in accepting the affidavits as evidence but assigning no weight to them, and adequate reasons were given for doing so. I note further that this is particularly the case given that the Landlord was put on notice by LTB-T-070360-24-IN of the Tenant's intent to challenge the evidence through cross-examination and the requirement of the Landlord to attend for procedural fairness, and that this matter was previously both adjourned and then rescheduled to accommodate the Landlord doing so.
11. The order sets out detailed reasons for the determinations made by the Member and establishes a reasonable basis for those determinations. The order identifies at the paragraph 10 the reasons why in accordance with section 57(5) of the *Residential Tenancies Act*, 2006 (the "Act"), the factual circumstances triggered a presumption of bad faith on the Landlord, and from paragraphs 11 to 17 provides detailed determinations as to why that presumption has not been rebutted. Reasonable determinations will not be interfered with on review.
12. The remedies that are ordered, including the amount of general compensation ordered, are also within the discretion of the Member who heard all of the evidence and submissions from both sides at the hearing. The order reveals a reasonable basis for the Member's decision to award general compensation and rent differential at paragraphs 22 and 24 of the order. While the Landlord may disagree with the Member's determinations on these issues, reasonable findings of fact and the reasonable exercise of discretion will not be interfered with on review.
13. There is nothing in the record to support a determination that the hearing member applied improper principles in assessing the evidence introduced or that there was insufficient evidence before the Board to support its conclusions.
14. 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-070360-24 issued on April 10, 2026 is denied. The order is confirmed and remains unchanged.

May 14, 2026
Date Issued

Benjamin Seigel
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.