



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

Citation: Haldimand Norfolk Housing Corporation v Heimbecher, 2026 ONLTB 40116

Date: 2026-05-21

File Number: LTB-L-061078-25-RV

In the matter of: Apartment #7, 440 Queen Street
Dunnville ON N1A1J3

Between: Haldimand Norfolk Housing Corporation Landlord

And

Trent Heimbecher Tenant

Review Order

Haldimand Norfolk Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Trent Heimbecher (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

Haldimand Norfolk Housing Corporation (the 'Landlord') also applied for an order requiring Trent Heimbecher (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was resolved by order LTB-L-061078-25 issued on February 2, 2026.

On March 6, 2026, the requested a review of the order.

On March 10, 2026 interim order LTB-L-061078-25-RV-IN was issued, staying the order issued on February 2, 2026

The request to review was heard by videoconference on April 15, 2026.

The Tenant attended the hearing. The Landlord was represented by Paul Startek.

Determinations:

1. The order issued February 5, 2026, considered the Landlord's documentary evidence, including the contractor invoice and related correspondence, as well as the evidence of the Landlord's witnesses. The Member accepted portions of the Landlord's evidence, including that the Tenant prevented the Landlord and its contractors from entering the rental unit on May 26, 2025.
2. However, the Member was not satisfied that the Landlord had proven, on a balance of probabilities, that the amount of \$3,220.50 represented reasonable out-of-pocket expenses resulting solely from being denied entry to the rental unit.
3. The Landlord submits that the Member misunderstood the invoice by concluding that it appeared to reflect installation-related costs rather than costs arising exclusively from being unable to install the window May 26, 2025. I do not agree that this finding amounts to a serious error.
4. The invoice before the Member (DOC-6794424, page 47) referenced both the intended installation work and the contractor's inability to proceed due to being denied entry. Given the ambiguity, the Member was entitled to assess the wording of the invoice, the surrounding evidence, and the reasonableness of the amount claimed.
5. It is also noteworthy that the Landlord did not call the contractor as a witness at the hearing to explain the invoice or the basis for the amount charged. In the absence of such evidence, the Member was required to assess the nature of the invoice based on the evidentiary record before them. The Member's conclusion that the invoice appeared to include installation-related costs was a factual finding open to the Member on the record before them.
6. Specifically, in paragraphs 31 and 32 of the order, the Member found that the testimony of the Landlord's agent regarding the invoice was not credible and that the invoice referred to undefined contractual terms that were not provided to the Board for consideration. These findings are entitled to deference. I see no basis to interfere with the hearing Member's assessment of the evidence, having heard the testimony in its totality.
7. A request to review is not an opportunity to re-argue the merits of the application or to substitute an alternative interpretation of the evidence for that reached by the original Member. The fact that another Member may have weighed the evidence differently does not establish a serious error.
8. The Landlord further submits that the Member erred in finding that the N5 Notice of Termination lacked sufficient detail. I do not agree. The Member provided detailed reasons for their conclusion in paragraphs 34 through 39 of their order.
9. I am satisfied that the original Member considered the relevant evidence, applied the appropriate legal principles, and provided sufficient reasons for the conclusions reached.
10. 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 and that the Landlord was not reasonably able to participate in the proceeding. Therefore, the request to review was denied.

It is ordered that:

1. The request to review order LTB-L-061078-25 issued on February 2, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on March 10, 2026 is cancelled. The stay of order LTB-L-061078-25 is lifted immediately.

May 21, 2026
Date Issued

Bryan Delorenzi
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.