



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

Citation: M.Alizadeh v Dimen (Demirtas), 2026 ONLTB 40181

Date: 2026-05-19

File Number: LTB-L-031523-25-RV

In the matter of: 1, 123 RITSON RD S
OSHAWA ON L1H5H4

Between: Reza M.Alizadeh Landlord

And

Medine Dimen (Demirtas) Tenants
Umit Demirtas

Review Order

Reza M.Alizadeh (the 'Landlord') applied for an order to terminate the tenancy and evict Medine Dimen (Demirtas) and Umit Demirtas (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was resolved by order LTB-L-031523-25 issued on April 28, 2026.

On May 16, 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 the first hearing date for this matter, January 12, 2026.

Determinations:

1. The order under review dismisses the Landlord's application because the Member was not satisfied that the Landlord genuinely intends for his parents-in-law to possess the rental unit. The Landlord's claim for compensation for utilities costs was dismissed

because the Landlord had not established the amount, if any, that the Tenants were responsible to pay for the cost of water to the rental unit. The Landlord's claim for compensation for the cost of repairing undue damage was dismissed because the Member was not satisfied that either of the Tenants or anyone living with or visiting them unplugged the sump pump in the basement.

2. The Landlord submits that the Member seriously erred by failing to consider a statement made by the Tenant (presumably the Tenant MD) on the first hearing date (January 12, 2026) that she had plugged the sump pump cord back into the socket during the flood. The Landlord submits that this statement contradicts MD's testimony on the second date of hearing (March 11, 2026) that MD had flipped a breaker on the breaker box to turn the sump pump on during the flood. I listened to the hearing recording for January 12, 2026. Neither of the Tenants testified on that date. I am therefore not satisfied that the Member failed to consider any of the Tenants' testimony given on January 12, 2026.
3. The remainder of the review request basically disagrees with the order and although the review request asserts several times that there were serious errors, the request does not identify any errors made by the Member.
4. 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-L-031523-25 issued on April 28, 2026 is denied. The order is confirmed and remains unchanged.

May 19, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.