



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

Citation: Rudman v Hosseinpour, 2026 ONLTB 40345

Date: 2026-05-22

File Number: LTB-T-048420-25-RV

In the matter of: 6B, 14 SAINT ANDREW STREET
TORONTO ONTARIO M5T1K6

Between: Martin Rudman Tenant

And

Behzad Hosseinpour Landlord

Review Order

Martin Rudman (the 'Tenant') applied for an order determining that Behzad Hosseinpour (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.

This application was resolved by order LTB-T-048420-25 issued on January 30, 2026.

On February 14, 2026, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 17, 2026 interim order LTB-T-048420-25-RV-IN was issued, staying the order issued on January 30, 2026.

This request to review was heard by videoconference on April 1, 2026.

The Landlord, the Tenant, and the Tenant's agent, Robin Rudman ('RR'), attended the hearing.

Determinations:

1. As set out in interim review order LTB-T-048420-25-RV-IN, issued on February 17, 2026, the issue before me is whether the January 30, 2026 order contains adequate reasons relative to the remedies granted for out-of-pocket expenses and an administrative fine. At the hearing, the Landlord also made submissions that there were insufficient reasons

regarding the general compensation that the Landlord was ordered to pay to the Tenant, and I have considered this issue as well.

2. In making a decision, an administrative decision-maker must "... take the evidentiary record and the factual matrix that bears on its decision into account, and its decision must be reasonable in light of them ... The reasonableness of a decision may be jeopardized where the decision maker has fundamentally misapprehended or failed to account for the evidence before it". In other words, the LTB's conclusions must be based on the evidence before it: *Canada (Minister of Citizenship and Immigration) v. Vavilov*, 2019 SCC 65 (CanLII), para 126 ['Vavilov'].
3. The LTB's reasons must "... meaningfully account for the central issues and concerns raised by the parties. The principle that the individual or individuals affected by a decision should have the opportunity to present their case full and fairly underlies the duty of procedural fairness and is rooted in the right to be heard ... The concept of responsive reasons is inherently bound up with this principle, because reasons are the primary mechanism by which decision makers demonstrate that they have actually *listened* to the parties" (emphasis in original), *Vavilov*, para 127.
4. Administrative decision makers are not, however, required to provide reasons that "... respond to every argument or line of analysis' ... or to 'make an explicit finding on each constituent element, however subordinate, leading to its final conclusion'". At the same time, a failure to grapple with key issues "... may call into question whether the decision maker was actually alert and sensitive to the matter before it. In addition to assuring parties that their concerns have been heard, the process of drafting reasons with care and attention can alert the decision maker to inadvertent gaps and other flaws in its reasoning": *Vavilov*, para 128.
5. The purpose of reasons when they are required is "... to demonstrate 'justification, transparency and intelligibility'": *Vavilov*, para 81.
6. When considering the adequacy of reasons, I must give "... a respectful attention to the reasons offered or which could be offered in support of a decision":

"Reasonable' means here that the reasons do in fact or in principle support the conclusion reached. That is, even if the reasons in fact given do not seem wholly adequate to support the decision, the [reviewing] court must first seek to supplement them before subverting them. For if it is right that among the reasons for deference are the appointment of the tribunal and not the court as the front line adjudicator, the tribunal's proximity to the dispute, its expertise, etc, then it is also the case that its decision should be presumed to be correct even if its reasons are in some respects defective": *Newfoundland and Labrador Nurses' Union v. Newfoundland and Labrador (Treasury Board)*, 2011 SCC 62 (CanLII), para 12 (emphasis in original).

7. The Adjudicator ultimately determined that the Tenant had been illegally locked out of the unit when the Landlord changed the locks after a fire in the residential complex on May 6, 2026 without giving the Tenant a replacement key. Although the Landlord gave evidence that his Engineer advised that the building was not safe for occupation, no such order or

determination was made by the Municipality or the Fire Department. The Engineer did not give evidence at the hearing, nor did anyone from the Municipality or Fire Department.

8. The Adjudicator determined that the Tenant was entitled to \$200.00 for compensation for out-of-pocket expenses and \$2,500.00 in general compensation. He also ordered that the Landlord pay an administrative fine to the LTB in the amount of \$1,000.00.

Out-of-pocket Expenses

9. The Landlord submitted that he was ordered to pay out-of-pocket expenses because he did not allow the Tenant to access the unit after the May 6, 2025 fire, but he did not understand this because there are two paragraphs in the order determining that the Landlord did permit access.
10. The Landlord specifically identified paragraphs 7 and 19 of the January 30, 2026 order as being contradictory. Paragraph 7 states that the Tenant gave evidence that after the fire he was given "... escorted access to retrieve as much of their possessions as they could, about half of it". At paragraph 9, the order also describes RR's evidence that the Tenant had been able to retrieve some of his property, but that some remained in the unit. At paragraph 19, the adjudicator determined that "[b]y locking out the Tenant, denying access to their contents and not providing assurances that the Tenant could return once the repairs were complete, the Landlord has in effect on a balance of probabilities obstructed, coerced, threatened, or interfered with the Tenant".
11. Paragraphs 7 and 19 may, in isolation, appear contradictory but these paragraphs must be read in the context of the entire decision.
12. At paragraph 18, immediately preceding paragraph 19, the Adjudicator determined that "[t]he Landlord without lawful authority locked out the Tenant and then proceeded to limit access to permit the Tenant to retrieve their possessions" [emphasis added]. Read in context, paragraph 19 does not contradict paragraphs 7 and 9 of the order, and the reasons are sufficient for the determination at paragraph 19 to be understood. The Tenant was only permitted escorted access to retrieve some, not all, of his personal property. He was therefore denied access to retrieve some of his property.
13. I do not find that the Adjudicator fundamentally misapprehended or failed to account for the evidence on this issue, and the reasons meaningfully account for the central issue of the Tenant's ability to access his personal property after the fire when the locks were changed. The reasons relative to this determination are justifiable, transparent, and intelligible.

General Compensation

14. With respect to general compensation, the Landlord said the amount ordered was not justified, it is more than 3.5 times the monthly rent, and he does not know where the amount ordered came from. On this issue, the Adjudicator wrote:

15. I find that the order contains adequate reasons relative to the award of general compensation. The order contains cogent reasons explaining why general compensation is warranted in this case. Determining the appropriate amount for general compensation is more art than science. There are typically no receipts or objective documentary evidence justifying a particular amount, and there is no mathematical formula for determining the appropriate amount. Determination of the appropriate amount to be awarded for general compensation is based on intangible, non-financial harms, which can be difficult to calculate. Justification for a particular amount can be difficult to articulate.
16. In this case, the Adjudicator clearly set out his reasons for awarding general compensation. The amount to be awarded is a matter of adjudicative discretion, and the amount awarded was justified by the description of the intangible harms suffered by the Tenant. In the context of the reasons in the order, the award of \$2,500.00 was based on the evidence before the Adjudicator, and is justified, intelligible, and transparent. This discretionary decision was also not unreasonable in that it is not outside the usual range of remedies or results, and there are reasons explaining the result: see *LTB Interpretation Guideline #8: Review of an Order*.
17. It is also important to emphasise that general compensation awards are compensatory and not punitive, and the Member correctly focused on the impact of the lockout on the Tenant in determining the amount to be awarded. General compensation is also not a form of rent abatement or rebate, so the relation of the amount awarded to the monthly rent is not a relevant consideration.

Administrative Fine

18. Regarding the administrative fine, the Landlord submitted that the Tenant was locked out because of a fire, the Tenant could not stay there, which assertion the Landlord said was supported by evidence from his Engineer and the Municipality, and the Landlord noted the Adjudicator's determination at paragraph 27 of the order that he was likely acting in the best interests of the Tenant. On this issue the Adjudicator wrote:

19. In my view, there are adequate reasons in the order to justify the \$1,000.00 administrative fine that was imposed. The reasons in the order clearly determine that the Landlord locked the Tenant out of the unit without lawful authority. Landlords are required to comply with the Act, even if one believes engaging in conduct that might breach the Act would be in a tenant's best interest. As the Adjudicator put in in the order, "... good intentions do not equate to lawful authority".
20. The Adjudicator clearly explains in his reasons that the Landlord's conduct in locking the Tenant out of the unit was egregious, and that the administrative fine was necessary to deter future similar conduct by the Landlord. This is the purpose of administrative fines. Imposition of administrative fines is discretionary, and in addition to the order containing adequate reasons relative to this issue, the exercise of discretion was also not unreasonable. The fine imposed is not outside the usual range of remedies or results in cases of illegal lockouts, and there are cogent reasons explaining the result: see *LTB Interpretation Guideline #8: Review of an Order*.
21. 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 proceeding.

It is ordered that:

1. The request to review order LTB-T-048420-25 issued on January 30, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 17, 2026 is cancelled. The stay of order LTB-T-048420-25 is lifted immediately.

May 22, 2026
Date Issued

Mark Melchers
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.