



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

Citation: Brown v Niklas, 2026 ONLTB 33230

Date: 2026-05-26

File Number: LTB-T-096495-25-RV

In the matter of: 4471 Comfort Cres
Beamsville ON L3J1M2

Between: Melissa Faye Brown Tenant

and

Dominic Niklas Landlord

Review Order

Melissa Faye Brown (the 'Tenant') applied for an order determining that Dominic Niklas (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-096495-25 issued on April 15, 2026.

On April 21, 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 that there is a serious error in the order. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order.
2. In the request, the Landlord alleges that it was a serious error for the presiding Member to rely on the Tenant's hearsay evidence. The request does not identify what hearsay evidence the Member relied on which the Landlord disputes and based on my reading of the order, I am not able to identify any factual determinations in which the presiding Member relied on hearsay evidence in her determinations. Therefore, I find this submission to be without merit.
3. The Landlord also alleges that the presiding Member seriously erred in awarding remedies to the Tenant without sufficient evidence, namely moving expenses, the difference in rent, and a \$200.00 cancellation fee for an alarm. I have listened to the

hearing recording. The hearing recording confirms that the Tenant provided direct oral evidence of the expenses she incurred, and the Landlord did not challenge the Tenant's evidence. Therefore, the Member's findings that the Tenant incurred these expenses was reasonable and based on evidence adduced at the hearing and the presiding Member provided sufficient reasons for her findings. 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. The Member was in a better position to assess the evidence and credibility of the witnesses before her and there was evidence upon which the Member could reasonably have reached her decision.

4. The Landlord also states in the review request that there was a month-to-month agreement in place. It is unclear what error is alleged by the Landlord in this regard. Nevertheless, whether or not the tenancy was for a set term or a month-to-month tenancy is not relevant and would not change the outcome. The Member determined that the Landlord served the N12 notice of termination in bad faith, and this is not excused or defensible on the basis of a month-to-month tenancy.
5. The Landlord also alleges that the presiding Member seriously erred in her determination of the amount of general compensation owed because the Member did not consider that the Landlord provided the Tenant with a payment of \$4,165.00. The Landlord states that this was provided as "part of the filling of N12" (sic). It is unclear what specifically this payment was for as the submission itself is unintelligible. Nevertheless, the hearing recording confirms that the Landlord did not raise this issue at the hearing.
6. Interpretation Guideline 8 - Review of an Order states:

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. [TSL-51694-14-IN-RV \(Re\)](#), 2015 CanLII 23959 (ON LTB) at para 10

7. The opportunity to submit evidence of compensation paid or make submissions on the amount of general compensation to be awarded was at the hearing stage, not at the review stage of the proceedings. The purpose of the review process is not to provide parties with an opportunity of relitigating the issues in hopes of a better outcome.
8. The Landlord also states in the review request:

Worked with the tenant to make sure she had somewhere to go in a timely manner, gave her new landlord a great recommendation, no word before of not liking where she was living; the statement of forcing her out was not true. (sic)

9. I interpret this to be a submission that the presiding Member seriously erred in not consider these submissions in her determinations. Whether or not the Landlord gave the

Tenant a good reference or assisted her in finding new living accommodations is irrelevant to the issue of whether the Landlord served the N12 notice of termination in good faith, and it was therefore not an error for the Member not to consider this. I have also considered this in the context of the remedy of general compensation awarded and, similarly, it has no relevance there. The presiding Member provides detailed reasons as to why she found that an award of general compensation is appropriate in the circumstances, which includes the inconvenience to the Tenant in having to relocate as a result of the Landlord's bad faith behaviour.

10. Interpretation Guideline 8 - Review of an Order states that "A review is not an appeal" and states:

Orders granting relief from eviction (RTA s. 83(1)) or awarding specific remedies involve an exercise of the original hearing Member's discretion and are entitled to deference. The LTB will not exercise its discretion to review these types of decisions where the result is within the range of reasonable, acceptable outcomes.

11. The presiding Member's findings are entitled to considerable deference. I am not satisfied that the Member's use of discretion in awarding \$7,995.00 in general compensation is clearly wrong and unreasonable. The presiding Member determined that it was reasonable to award an amount representative of 3 months of rent and provided sufficient reasons for her findings.

12. As the Landlord has failed to establish that there is a serious error in the order, the request to review must be denied.

It is ordered that:

1. The request to review order LTB-T-096495-25 issued on April 15, 2026 is denied. The order is confirmed and remains unchanged.

May 26, 2026
Date Issued

Candace Aboussafy
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.