



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

Citation: Hamdi v Vostaei, 2026 ONLTB 46410

Date: 2026-06-10

File Number: LTB-T-087953-25-RV

In the matter of: 416, 19 BARBERRY PL
NORTH YORK ON M2K3E3

Between: Farhang Hamdi Tenant
Zhaleh Khosravizadeh

And

Sara Vostaei Landlord

Review Order

Farhang Hamdi and Zhaleh Khosravizadeh (the 'Tenants') applied for an order determining that Sara Vostaei (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-087953-25, issued on May 26, 2026.

On June 9, 2026, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. 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.
2. The Tenants applied for an order determining that the Landlord had given them a notice of termination for her own residential use in bad faith. To succeed in their application, they bore the onus of proving, on a balance of probabilities, that the Landlord had not moved into the unit within a reasonable time after they vacated the unit. The Member found that the Tenants had not met that onus, and dismissed the application. The Tenants request a review.
3. The Member who heard the evidence was in the best position to assess it. The purpose of a review is not to re-assess the evidence or to substitute my assessment for the Member's.

4. On the question at issue, the only direct evidence before the Member was the Landlord's testimony. The Landlord testified that she moved into the unit soon after the Tenants had vacated. It was open to the Member to find that testimony to be credible.
5. The Landlord's testimony was corroborated by documentary evidence including utility bills, product invoices, a letter from her employer, and a tax declaration listing the unit as her home. In finding the Landlord's testimony to be credible, the Member considered the corroborating evidence. The Tenants argue that the Member failed to consider that more or better corroborating evidence ought to have been available. There is no merit to that argument. The Landlord was not required to adduce every possible piece of corroborating evidence, and it was open to the Member to find that the evidence she did adduce was supportive of her testimony.
6. The Tenants testified that they had passed by the unit and did not see anyone living in it. The Member correctly held that the fact that the Tenants did not see the Landlord in the unit was not determinative of whether she was living there.
7. The rest of the Tenants' evidence was hearsay. They testified that a security guard had told them that he did not believe that anyone was living in the unit. They did not call the security guard to testify, and he was not available to be cross-examined. The Member properly gave his opinion little or no weight. Similarly, the Tenants relied on an email the building's security staff had sent the Landlord asking her why she had not been in the building. The email was also hearsay, as its author did not testify and was not available for cross-examination. The Member properly gave little or no weight to the email's author's opinion that the Landlord had not been in the building. There is no merit to the Tenants' argument that the email was not hearsay because it was provided in the Landlord's disclosure. Evidence of an out-of-court assertion of fact is hearsay, regardless of which party provides the evidence.
8. The Landlord's testimony was plausible, corroborated, and not meaningfully contradicted. It was clearly open to the Member to find it to be credible. In light of the Landlord's credible testimony, the Member correctly found that Tenants' evidence that they had not seen the Landlord living in the unit was insufficient to prove that the Landlord had not been living the unit.
9. I am therefore not satisfied that the Member's assessment of the evidence contained any reviewable error. The review will be denied.

It is ordered that:

1. The request to review order LTB-T-087953-25 issued on is denied. The order is confirmed and remains unchanged.

June 10, 2026
Date Issued

Dale Whitmore
Member, 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.