



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

**File Number:** LTB-T-097224-23-RV

**In the matter of:** 3B, 400 DUNDAS ST  
TORONTO ON M5A2A5

**Between:** William Lauzon Tenant

**And**

Ke Wang Landlord

William Lauzon (the 'Tenant') applied for an order determining that Ke Wang (the 'Landlord') collected or retained money illegally. substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and, harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was resolved by order LTB-T-097224-23 issued on March 10, 2026.

On April 7, 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 April 8, 2026 interim order LTB-T-097224-23-RV-IN was issued, staying the order issued on March 10, 2026

This application was heard by videoconference on June 4, 2026.

### **Determinations:**

1. The Landlord's review request (RTR) claims there is a serious error in Board order issued on March 10, 2026 (the "Order").
2. The following grounds were considered at the review hearing:
  - (i) That the member failed to maintain an impartial and focused environment required for a fair hearing; and,
  - (ii) That the Board erred in making an objective mathematical contradiction in respect of the Tenant's moving/storage expenses claim.

Impartial and Focused environment

3. The Landlord's RTR alleges the member "*prioritized speed over a judicious review of the evidence and created a reasonable apprehension of bias*". The Landlord further alleges the member acknowledged being "*tired*" and "*no longer interested in the merits of the case.*"
4. In support of the RTR, the Landlord produced a transcription of the relevant portion of the proceeding:

Adjudicator: Okay. The other question, the only other question I have, Mr. Wang, before....because I want to make sure it's procedurally fair hearing. Did you want to ask Mr, Louza any questions about any of his evidence?

Ke Wang: Yes, actually.

Adjudicator: Okay, so that's cross examination. I know we're kind of going out of order, but um, I don't really care at this point because I'm really tired, so let's just get – get it done. So Mr. Lousa – or, sorry, Mr. Wang, go ahead and ask your questions, okay? I want to make sure you get a chance to do that?

5. In the lead up to the noted exchange, the transcript shows the Tenant had completed direct testimony and for a few minutes immediately thereafter, the member began asking the Landlord clarifying questions, namely regarding the identify of certain individuals.
6. Normally, when a party has completed direct testimony, the responding party is given an opportunity to immediately begin cross-examination. After a few minutes of questions, the member appeared to acknowledge the procedurally deviation and offered the Landlord the opportunity to cross-examine the Tenant.
7. In my view, the noted interaction does not support the Landlord's submission that the member was "*no longer interested in the merits of the case*", or otherwise impaired due to being "*tired*". While the member admittedly acknowledged being "*tired*", such a comment appears to have been offered up as an explanation for the relatively minor procedural change. I am not satisfied there was any substantive impact on the parties or outcome. In this regard, the Landlord was afforded a fulsome opportunity to cross-examine the Tenant and the Order shows the member was attentive to the relevant issues raised at the hearing and provided fulsome reasons.
8. For completeness, I note that the Landlord additionally alleged the member inappropriately "*intervened*" by providing "*a factual excuse*" when the Tenant was challenged on cross-examination regarding the lack of written communications from May 25 through August 10. In this regard, the RTR alleges the member provided a factual excuse by offering up the Tenant had "*grown tired*" of texting and "*switched to verbal complaints*".

9. At the review hearing, the Landlord produced a recording which showed the member acknowledging the lack of text messages after August 10. The recording excerpt produced did not support the Landlord's assertion that the member had commented the Tenant had "*grown tired*" of texting and "*switched to verbal complaints*".
10. With respect to whether the Tenant told the Landlord/Landlord's agent through other means of communication, the recording shows the member acknowledged this possibility and noted there was "*your (landlord) evidence and his (tenant) evidence*" to consider. In the circumstances, I find the member's interjection was made for the purpose of keeping the parties focused on the relevant issues and to ensure an orderly and efficient process. I do not find the member seriously erred, or that an unfair hearing took place as a result.

### Mathematical Errors

#### (i) Via / Uhaul Expenses

11. The Landlord states it is illogical for the member to include both truck (U-Haul) and train (Via Rail) costs as moving/storage expenses.
12. In considering the Tenant's claim for moving/storage costs, the Order shows the member considered the Tenant's oral testimony and supporting documentary evidence adduced at the hearing which showed both truck and train expenses were incurred.
13. At the review hearing, the Landlord submitted such expenses are "mutually exclusive", however, the Landlord acknowledged that he did not question the Tenant as to the nature of such expenses.
14. While it is clear the Landlord disagrees with the member's findings, the purpose of the review process is not to provide parties with an opportunity of relitigating the issues in the hopes of a better outcome. Here, the evidentiary foundation upon which the member's finding of such moving/storage expenses is based appears to be rationally connected to the evidence adduced. I would thus not interfere with the assessment of the evidence by the hearing member, who was in the best position to assess the evidence and had the benefit and opportunity of hearing the evidence in its totality. In the circumstances, I find no error in the member's inclusion of both such expenses.

#### (ii) Mathematical Calculation

15. The Landlord submits the member seriously erred in awarding \$2,500.00 in moving/storage costs, as a lesser sum was ultimately determined to be owing by the Member. In support, the Landlord points to paragraph 52 of the Order, whereby the member states "*the Tenant's claim is limited to the \$2,000.00 as stated in the application...The Landlord shall pay to the Tenant \$2000.00 for moving and storage expenses*" [emphasis added]
16. On its face, it is clear the amount ultimately awarded for moving/storage expenses is inconsistent with the member's reasoning and intent in paragraph 52 of the Order.
17. At the review hearing, however, I raised the issue of a possible clerical error as the Order shows the member appears to have transposed the rent abatement amount with the

moving/storage amount. In this regard, the member awarded \$,2000.00 for a rent abatement, however paragraphs 54 and 57 of the Order shows that the member sought to award a rent abatement of \$2500.00, stating” *“The Tenant requests an abatement of \$2500.00...I am of the view that an abatement of \$2500. As requested, appropriate in the circumstances”* [emphasis]

18. Overall, it is clear the member intended to award a total of \$4,500.00 (2500 + 2000) for both moving/storage and rent abatement, however the member mistakenly transposed the intended amounts to the wrong head of damages. Although I am not satisfied that a serious error occurred as a result, the noted clerical issue will be addressed in my order below.

(iii) \$517.61 rent reimbursement / limited hearing re: rent reimbursement

19. Rule 26.15 of the Board’s Rules provide that a reviewing member may consider issues “*not identified in the request but which the Member finds may amount to a serious error in the order.*”

20. At the review hearing, it was acknowledged that the hearing member awarded \$517.61 for “reimbursement” of rent paid after the termination date.

21. In *Beauge v Metcap Living Management Inc.*, 20212 OCSC 1160 (“Beauge”), the Divisional Court held that it would be an error in law for the Board to award a claim in the absence of such a claim being included in the application and in the absence of the responding party being given adequate notice and opportunity to respond.

22. Here, the Tenant’s application makes no request for any overpayment of rent made to the Landlord after the termination date. In the circumstances I find the member seriously erred in its inclusion and thus, the review is granted for the limited purpose of amending the order and removing rent reimbursement award of \$517.61.

**It is ordered that:**

1. The request to review order LTB-T-097224-23 issued on March 10, 2026 is granted for the limited purpose of reconsidering the rent reimbursement award made.
2. LTB-T-097224-23 issued on March 10, 2026 is amended as follows:

Paragraph 2,3,4 of the order is deleted and replaced with the following

1. The total amount the Landlord shall pay the Tenant is \$5,778.46. This amount represents

- \$100.00 reimbursement of key deposit
- \$2,000.00 for moving and storage costs
- \$2,500.00 for a rent rebatement
- \$1,100.00 for the last month’s rent deposit
- \$30.46 for interest on the last month’s rent deposit
- \$48.00 for the cost of filing this application

2. The Landlord shall pay the Tenant the full amount owing by March 21, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 21, 2026, the Landlord will owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.
3. The balance of order LTB-T-097224-23 issued on March 10, 2026 remains in full force and effect.
4. Interim Order LTB-T-097224-23 issued on April 8, 2026 is cancelled.

**June 16, 2026**  
**Date Issued**

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**Peter Nicholson**  
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.