



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

Citation: Smith v Novi Properties, 2026 ONLTB 41828

Date: 2026-06-30

File Numbers: LTB-T-080906-23-RV
LTB-T-031312-23-RV

In the matter of: 514, 100 GAMBLE AVE
EAST YORK ON M4K2H2

Between: Matthew Raymond Smith Tenants
Stavroula Kolimbiris

And

Novi Properties Landlord

Review Order

Matthew Raymond Smith ('MS') and Stavroula Kolimbiris ('SK')(the 'Tenants') applied for an order determining that Novi Properties and Novi Properties (the 'Landlord'):

- 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 Tenants.
- did not give the Tenants 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was resolved by order LTB-T-080906-23 issued on February 23, 2026, amended June 24, 2026.

On March 24, 2026, the Tenants 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 Tenants submit that they were denied procedural fairness at the hearing in the following ways:
 - The Member denied the Tenant meaningful representation;

- The Member failed to accommodate the Tenant's trauma related limitations; and
 - The Member denied the Tenant an opportunity to test the Landlord's claims.
2. At the outset of the hearing the Member sought to clarify the role of Nadine Perry ('NP'). The Member wanted to know if NP would act as a support person or a representative. The Tenant elected to have NP act as a representative. Later in the hearing when NP was whispering to the Tenant while the Tenant was answering a question, the Tenant stated that NP was assisting them because they have PTSD. The Member did not deny the Tenant meaningful representation. It was not improper for the Member to direct that NP may play only one role in the hearing: representative or support person. The problem occurred when NP was playing both roles after the Tenant chose for NP to be a representative. The Tenant was not denied procedural fairness when the Member insisted on NP performing only one role at the hearing.
 3. The Member did not fail to accommodate the Tenant's disability. The Tenants submit that the Tenant (I assume they mean the Tenant MS) communicated difficulty speaking under stress and they requested that the Member allow NS to assist MS to answer questions. However, MS could have had NS's assistance as a support person if MS had chosen for NS to fill this role. Instead, MS chose to have NS participate as the Tenants' representative. In any event, when MS requested that NS give MS support as an accommodation, MS was asked for information respecting MS's disability. MS directed the Member's attention a one page medical note from 2022 indicating that MS cannot work during a particular date range (DOC-7327128). This document does not state that MS has any limitations, symptoms, etc. that would present a barrier to participating in a hearing. Further, the Tenants did not attach any documentary evidence to the review request to support that MS has a relevant disability. Also, notwithstanding that MS did not establish that he has a relevant disability, the Member allowed NS to assist MS, subject to any objections by the Landlord's representative. Given all of these circumstances, I am not satisfied that the Member failed to accommodate the Tenant's disability.
 4. The Member did not deny the Tenants an opportunity to test the Landlord's evidence. The Landlord did not give any evidence. The Tenants submit that the Landlord's agent incorrectly stated that the Tenants had 4 hours of access to the unit on October 13, 2023. The order does not mention this statement, likely because it was not evidence. Also, the Member's determination that the Landlord had satisfied their obligation to make the Tenants' belongings available to them to retrieve in the 72 hours following the eviction was based on MS's own testimony that the Landlord offered the Tenants eight hours to retrieve belongings on October 14 and that the Tenants were given approximately 11 hours to retrieve belongings on October 15.
 5. The Tenants also submit that the Member seriously erred by failing to consider evidence and misapprehending the timeline. The evidence that the Member allegedly failed to consider was a transcript/audio recording, evidence that supports the harassment and substantial interference claims in the T2 application, and evidence about maintenance issues. The "transcript" is a document consisting of notes that MS took about a conversation with the Landlord's staff. The audio recording is of this same conversation. The Tenant was permitted to give testimony about this conversation and there is no

indication that the Member did not consider this testimony. The audio recording was not served on the Landlord prior to the hearing and it was not filed with the LTB so it was appropriate not to consider it. As noted in the order, the T2 application does not give sufficient details respecting the substantial interference and harassment allegations, so it was not an error to fail to consider evidence (or to not allow evidence) supporting these allegations. MS sought to testify about maintenance issues at the hearing but because these were not in the Tenants' applications it was appropriate not to hear this evidence.

6. The Tenants submit that the Member seriously erred by stating that interest of \$51.31 is owed on the rent deposit. The Tenants submit that the Member failed to show how this amount was calculated. This amount is calculated based on the amount of the deposit, when it was collected, and the relevant interest rates for the years between the collection of the deposit and the use of the deposit (these rates are the same as the rent increase guidelines). The Tenants have not provided any information or submissions to suggest that the amount was improperly calculated and they do not state what, in their view, this amount should be. I am therefore not satisfied that the Member seriously erred with respect to the amount of interest owed by the Landlord on the rent deposit.
7. The Tenants submit that the Member erred by failing to award them the filing fee. It is true that the Tenants were successful in their T1 application and, for this reason, they should have been awarded their filing fee unless there was a reason not to award it to them. The order neither orders payment of the fee to the Tenants nor does it explain why it did not order this. This is therefore an error but it is a clerical error not a serious error. Further, this error has been corrected by the issuance of an amended order.
8. The remaining submissions in the review request do not identify any serious errors in the order or in the procedure. These remaining submissions seek to re-litigate the issues in the application; this is not the purpose of a review request.
9. 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 or that the Tenants were not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-T-080906-23 issued on February 23, 2026, amended June 24, 2026, is denied. The order, as amended, is confirmed and remains unchanged.

June 30, 2026
Date Issued

Renée Lang
Vice Chair, Landlord and Tenant Board

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