



Language Preference

The LTB offers services in both French and English.

What is your preferred language? ☐ French ☒ English

If you are the respondent and want French Language Services, complete the [Request for French Language Services](#) form and send it by email or mail to the LTB office handling this file.

Accommodation

Accommodations are arrangements to allow everyone, regardless of their abilities, to participate fully in the LTB's process.

If you require accommodation, complete the [Accommodation Request](#) form and email it to LTB@ontario.ca, or send the form by mail to the LTB. To see the list of all LTB office addresses, visit tribunalsontario.ca/ltb/contact/.

Part 1: General Information

Requesting Party's Information

☐ Landlord ☐ Co-op ☒ Tenant ☐ Co-op Member ☐ Other Party

First Name:

L. D.

Last Name:

Blake

Company (if any):

Mailing Address

Unit/Apt./Suite:

Street Number:

165

Street Name:

Ontario st.

City:

St Catharines

Province:

Ontario

Postal Code:

L2R 5K4

Country (if not Canada):

Home Phone Number:

Business Phone Number:

Fax Number:

Email Address:

ldb@ldblake.ca

What is the best way to communicate with you? ☐ Mail ☒ Email *

* If you check Email, you consent to receive documents and correspondence from the Landlord and Tenant Board by email. Providing consent to email means that the LTB will communicate and send documents by email to all of the applicants. Do not check the Email box if there are multiple applicants and some want to receive documents by regular mail instead of email.

OFFICE USE ONLY:

File Number:

Delivery Method:

☐ In Person ☐ Mail ☐ Courier ☐ Email ☐ Service Ontario Center

FL:

Unit, Building or Complex Covered by the Request

Unit/Apt./Suite:	Street Number: 165	Street Name: Ontario St	
City: St Catharines	Province: ON		Postal Code: L2R 5K4

Other Parties to the Request Information

☐ Landlord ☐ Co-op ☐ Tenant ☐ Co-op Member ☐ Other Party

First Name:	Last Name:
Company (if any):	

Mailing Address

Unit/Apt./Suite:	Street Number:	Street Name:	
City:	Province:	Postal Code:	Country (if not Canada):
Home Phone Number:	Business Phone Number:	Fax Number:	
Email Address:			

If there is more than one other party, provide the names, addresses and telephone numbers of the additional other parties on the *Schedule of Parties* form which is available from the Board's website at tribunalsontario.ca/lrb.

Part 2: Reason for Your Request

I am requesting that the Board review the order LTB-L-076488-23 (file number),
issued on 19/08/2025 (dd/mm/yyyy), because it contains a serious error.

Check the box(es) next to your reason for applying.

- ☒ I believe the order contains a serious error,
☐ I was not reasonably able to participate in the proceeding.

In the space provided below, describe why you are requesting a review of the order.

If you are requesting a review because you believe the order contains a serious error, describe why you believe that the order contains a serious error. For example:

- Did the Board apply the *Residential Tenancies Act, 2006* in a situation where it did not apply?
- Did the order include a remedy that is not appropriate in the circumstances?
- Was a decision in the order affected by information that was misleading or incorrect?
- Did the order fail to comply with the rules of natural justice?

If you are requesting a review because you were not reasonably able to participate in the proceeding, describe why you were not reasonably able to participate. For example:

- Did you not receive the Notice of Hearing?
- Was the Notice of Hearing served incorrectly, for example to the wrong address or to the wrong person?
- Were you physically unable to attend?

Explain in detail why you believe the order contains a serious error or why you were not reasonably able to participate in the proceeding. As well, indicate how you think the order should be changed if your request for review is successful.

If you do not convince the Board that there may be a serious error in the order, or that you were not reasonably able to participate in the proceeding, your *Request to Review an Order* may be dismissed without further consideration.

The adjudicating member acted contrary to evidence and incorrectly justified approval of Item 1 (Balcony Refurbishment).

I do not believe that a neutral party would have reached the same decisions she did, giving rise to concerns about Bias and possible corruption.

A full statement is attached

Attach more sheets if necessary.

Check the box to indicate whether you are asking the Board to stay (put on hold) the order or to lift (remove) a stay.

☐ **I am requesting that the Board stay the order I want reviewed.**

An order that is stayed **cannot** be enforced.

Explain why the Board should stay the order you want reviewed.

Attach more sheets if necessary.

☐ **I am requesting that the Board lift the stay imposed by the Divisional Court on the order I want reviewed.**

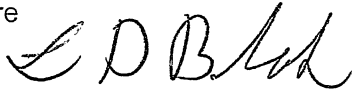
An order that is appealed to the Divisional Court is automatically stayed and the Board cannot consider your *Request to Review an Order* **unless** it first decides to lift the stay.

Explain why the Board should lift the stay resulting from the appeal to Divisional Court.

Attach more sheets if necessary.

Part 3: Signature

Signature



Date (dd/mm/yyyy)

15/09/2025

Who has signed the request? Check the box next to your answer.

☒ Requester ☐ Representative ☐ Other

Information About the Representative

First Name:

Last Name:

Law Society of Ontario #:

Company Name (if applicable):

Email Address (The LTB will use this email address to communicate with you):

Day Phone Number:

Evening Phone Number:

Fax Number:

Mailing Address

Street Number:

Street Name:

Unit/Apt./Suite:

Municipality (City, Town, etc.):

Province:

Postal Code:

Collecting Personal Information

The Landlord and Tenant Board has the right to collect the information requested on this form to resolve your application under section 185 of the *Residential Tenancies Act, 2006*. After you file the form, all information related to the proceeding may become publicly available in a tribunal decision, order or other document, in accordance with Tribunals Ontario's [Access to Records Policy](#) and the *Tribunal Adjudicative Records Act, 2019*. Parties wanting records or information to remain confidential must seek a confidentiality order from the adjudicator. If you have questions about confidentiality orders or access to records, please contact us by email at LTB@ontario.ca or our Contact Center at **416-645-8080** or **1-888-332-3234** (toll free).

Important Information from the Landlord and Tenant Board

1. It is an offence under the *Residential Tenancies Act, 2006* to file false or misleading information with the Landlord and Tenant Board.
2. The Board has *Rules of Practice* that set out rules related to the review process and *Interpretation Guidelines* that explain how the Board might decide specific issues that could come up in the review process. You can read the *Rules and Guidelines* on the Board's website at tribunalsontario.ca/lrb or you can buy a copy from a Board office.

Review Statement

L. D. Blake

165 Ontario Street Apt.
St Catharines Ontario
Canada L2R 5K4

File # LTB-L-076488-23

2025-08-26

I am asking the Landlord Tenant Board to re-examine Member Luciella Longo's decision in Item 1 (Balcony Restoration) of her AGI Order in file LTB-L-076488-23.

- 1 Upon examining paragraphs 34 to 56, which deal with the balcony work, I do not believe that a detached individual, given the same information would reach the same conclusions as Member Longo. In truth, I find her decisions hard to reconcile with the evidence provided by either the Applicant or the Respondents, which raises a strong apprehension of bias.
- 2 A crucial part of deciding if a claimed expense meets the definition of an Eligible Capital Expenditure, per the rules set out in part 126 of the Residential Tenancies Act is the reason why this work was done. Part 126(7) allows a claimed expense because it is incurred in the process of restoring or improving a property. Part 126(8) excludes items that are not in need of repair or replacement.
- 3 So, did the balconies actually need to be repaired or replaced?
- 4 In the original Landlord's Evidence submission, tab 1 deals with the balconies and relies solely upon a contract document. While this document establishes what and how much work was proposed and its cost, it does not address why this work was done. It, thus, fails to meet any reasonable burden of proof for an Eligible Capital Expenditure.
- 5 Later in the Landlord's Reply submission, tab 1, he claims they were acting under the direction of Hayat Engineering, but does not provide any supporting documentation. Again, this fails to provide credible reasons why the work was necessary.
- 6 Between the original L5 application, his own Evidence package and his Reply to tenant submissions, the Applicant failed to produce any evidence showing either the condition of the balconies prior to the work performed or the reason they needed to be fixed. There are no inspection, testing or engineering reports. There are no photographs. There are no municipal repair orders and no property standards citations. Nothing.
- 7 At this point, given the obvious dearth of probative information from the Applicant, I believe any reasonable adjudicator would be suspicious about the honesty of this claim.
- 8 In my Tenant Submission I provided full documentation of the renovation and ownership history of the building, pointing out that InterRent REIT (the applicant's parent company) had acquired a building in good condition from the previous owner and should have been able to rent it out without major capital investment for several years.

- 9 I also provided photographic evidence in more than 100 images in the evidence portion of my Tab1 showing balconies, overhangs and the shell of the building, all of which were in good condition and not in any apparent need of major repair or replacement.
- 10 In a fair hearing, the adjudicator would now be looking at a near total lack of supporting evidence from the Applicant versus an abundance of countering evidence from the Respondents. Weighed fairly on balance of probabilities, the Applicant's evidence would not carry the day and the claim should properly have been disallowed.
- 11 It should have been clear the Applicant was trying to "pull a fast one", using the LTB to extort money from his tenants.
- 12 Member Longo, however, had other thoughts and began trying to make the landlord's case for them, sacrificing judicial objectivity in 22 paragraphs of strangely convoluted argument that even stretched into using the Respondent's evidence against them.
- 13 There are multiple errors in her version:
 - a. In paragraph 35, 36, 43, 51 and 52, the Member cites the landlord's references to documents from Hayat Engineering that are not in evidence.
 - b. In paragraph 36, work described in items d, e, f, and h were never performed. This is obviated by the matter that actually doing this work would require removing the balcony railings and cutting back the edges of the concrete slabs. But the "Work In Progress" section of my Submission's tab 1, clearly shows the balcony railings still in place on intact balcony slabs as the work is being done.
 - c. In paragraph 41 the Member states I "submit the Tenants agreed it was a proper fix to an old problem" when referring to the brick work done in conjunction with removing unused air conditioner housings. In fact, this was an agreement between Oliver Filip and myself, which I honoured as promised. The other tenants were unaware of it and in my submission I said "If the applicant wishes to break out the cost of removing the air conditioner housings, the respondents *may* agree to a fair price for only that part of the project." It implies the possibility of consent under specific conditions that in no way either justifies a million dollar claim or implies prior consent from the larger body of tenants.
 - d. In paragraph 43, we see the unproven assumption that once something is beyond its "useful lifetime" it must be in degraded or failing condition. Many concrete structures remain fully usable far beyond the cited 10 year limit. It should also be noted that those balconies were also claimed in SOL-40297-13, with a lifetime of 13 years.
 - e. In paragraph 46, we see the unproven assumption that doing something different than previous landlords qualifies the work as necessary.
 - f. In paragraph 51, we see the unproven assumption that water exposure degrades concrete. If that were true every sidewalk in this city would be in desperate need of replacement.
 - g. In paragraph 52, the Member attempts to depict peeling paint on the overhang above unit 910 as an improper coating that is peeling and bubbling. However, if she had checked the balcony photos for unit 910 she would have discovered the tenant was using a barbecue grill on his balcony. This was tenant induced damage to a single overhang that is not reflective of the overall condition of the building.

- h. Also in paragraph 52, the Member cites evidence of past coatings on the balcony floors using balcony pictures of 212, 512, 520, 615, 717 and 718. While some tenants did paint their balcony floors prior to the renovations in 2000, this was neither required by the building codes of 1965 nor was it maintained by previous landlords. She is again cherry picking information in desperation to approve the claimed expense.
- 13 I find it a rather delicious irony that, like the Applicant, the Member relies upon information from contracts and upon facts not in evidence which, while entertaining, still fails to meet any reasonable burden of proof that our balconies needed repair or replacement.
- 14 As the Work In Progress photos in my Tenant Submission show, the only work that was actually done was item g from the Member's paragraph 36, preparation and painting, and without an underlying structural reason, that is purely cosmetic in nature.
- 15 The answer to the question is that this work was not done for the intended goal of structurally maintaining or restoring the building per part 126(7) of the RTA.
- 17 We also need to ask why an adjudicator would act as your Member Longo did, stepping outside of the bounds of evidence and balance of probabilities to actually construct the Applicant's case for them. It was obvious she was on a mission to grant the rent increase, even though it was clearly not justified. Sadly, I can think of only a very few reasons for this kind of behaviour and none of them are flattering. Words like "Corruption", "Policy" and "Incompetence" spring to mind.
- 18 In case I should be accused of "sour grapes" please note that my Tenant Submission did point out the one balcony (801) that actually did need repairs and upon studying the documentation for the L5's Item 3 (Elevator Modernization) I did agree that it was most likely a valid Eligible Capital Expenditure. I deliberately make a concerted effort to maintain objectivity and to play fair in these matters.

In summary:

Item 1 of this L5 application, Balcony Restoration, should be denied because the evidence submitted failed to establish the need for repair or replacement and the amount of rent increase should be recalculated.

Member Longo's wayward decisions in this matter should not be beyond censure.

Sincerely

A handwritten signature in black ink, appearing to read 'LDB' followed by a stylized flourish.