



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

**Citation:** 2699160 Ontario Inc. v Riviere, 2023 ONLTB 65969

**Date:** 2023-10-03

**File Number:** LTB-L-015592-23-RV

**In the matter of:** 25 EVANWOOD CRES  
BRAMPTON ON L6X0P8

**Between:** 2699160 Ontario Inc.

**And**

Josette Riviere  
Shietika Riviere

I hereby certify this is a  
true copy of an Order dated  
**OCT 03, 2023**  
Landlord and Tenant Board

Landlord

Tenants

### Review Order

2699160 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Josette Riviere and Shietika Riviere (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-015592-23 issued on July 24, 2023. The Tenants did not attend the original hearing, which took place by videoconference on June 20, 2023.

On August 15, 2023, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On August 15, 2023 interim order LTB-L-015592-23-RV-IN was issued, staying the order issued on July 24, 2023.

This request to review was heard by videoconference on September 25, 2023.

Only the Landlord's agent, Rupinder Sarkaria, and the Landlord's legal representative, Allan Kouri ('AK'), attended the hearing.

As of 1:30 p.m., the Tenants were not present or represented at the hearing although properly served with this notice of hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### Determinations:

1. Because the Tenants did not attend to support their request to review, the request is denied as abandoned.
2. AK asked that costs for representation fees be ordered against the Tenants.

3. In the Tenants' request to review, the requestor stated she was not able to attend the June 20, 2023 hearing because she was hospitalized, and her daughter could not attend the hearing because she had recently given birth and the child had been admitted to the Neonatal Intensive Care Unit due to some complications.
4. On the basis of the statements made in the request, the LTB granted a hearing to consider the request. In the interim order issued on August 15, 2023, the Member noted that the request did not include any dates for the hospital stays, nor was any documentation included with the request to support the statements in the request. The Interim Order required the Tenants to serve on the Landlord and file with the LTB documentation to support the Tenants' statements about being at the hospital on the hearing date. This was to be done at least seven days before this hearing.
5. The Tenants did not serve or file any documentation to support the statements made in the request to review.
6. The order also contained the following statement: "A failure to attend the review hearing may be viewed as an abuse of process and may result in costs being ordered against the Tenants".
7. AK said that his office reached out to the Tenants in advance of the hearing, and provided an updated rental ledger and supporting documentation.
8. Not only did the Tenants not attend this review hearing, but they did not advise the LTB in advance that they would not be in attendance. There was no request to withdraw the review request, or to reschedule it. Based on this, combined with the Tenants' failure to provide the documentation required by the interim order, I find the Tenants' conduct to be an abuse of the LTB's process, and to be unreasonable.
9. The Tenants' conduct wasted the LTB's time and resources. AK said that his client has had to incur additional legal fees because of the request to review. He said that he spent 3.5 hours in preparation for, and at the hearing.
10. Rule 23.3 of the LTB's *Rules of Procedure* provides that a party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.
11. The LTB may order that a party pay representation fees to another party, to a maximum of \$700.00, and the fees cannot exceed \$100.00 per hour: rule 23.2, *LTB Rules of Procedure*.
12. AK sought \$500.00 in costs. This would be more than \$100.00 per hour, based on the time that AK said he has spent on the matter as a result of the review request.
13. Based on the LTB's *Rules of Procedure* and *Interpretation Guideline 3*, which addresses costs, I find that it is reasonable to order that the Tenants pay the Landlord costs in the amount of \$200.00.

**It is ordered that:**

1. The request to review order LTB-L-015592-23 issued on July 24, 2023 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on August 15, 2023 is cancelled. The stay of order LTB-L-015592-23 issued on July 24, 2023 is lifted immediately.
3. The Tenants shall pay the Landlord \$200.00 for costs.
4. If the Tenants do not pay the Landlord the full amount owing on or before October 14, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 15, 2023 at 7.00% annually on the balance outstanding.

**October 3, 2023**  
**Date Issued**

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Mark Melchers  
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.