



DEC 13, 2023

Jan Shemtov

Landlord and Tenant Board

**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Robinson v Krupa, 2023 ONLTB 80178

Date: 2023-12-13

File Number: LTB-L-067165-23

In the matter of: 7 BOSTON AVE
TORONTO ON M4M2T8

Between: Patricia Robinson Landlord

And

Edward Krupa Tenants
Christine Gardiner

Patricia Robinson (the 'Landlord') applied for an order to terminate the tenancy and evict Edward Krupa and Christine Gardiner (the 'Tenants') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 22, 2023.

The Landlord's Representative Masoud Tchavoshinassab and the Tenant Christine Gardiner attended the hearing.

1. The Tenants vacated the rental unit on October 31, 2023 and advised the Landlord of their intention to do so on October 2, 2023. Therefore, this application for an order terminating the tenancy is moot.
2. At the hearing, the Landlord's Representative submitted that they attended this hearing to obtain the application fee. I advised the Landlord's Representative that this is a no-fault application for which the application fee is not awarded.
3. At the hearing, the Landlord sought to withdraw the application and the LTB consented to the request.
4. The application having been withdrawn, the LTB's file is closed.

Costs

5. At the hearing, I requested submissions on whether costs should be ordered against the Landlord.
6. This application (LTB-L-067165-23) was filed on August 26, 2023. Three days prior on August 23, 2023, the Landlord received an oral ruling in a hearing denying another L2 application filed by the Landlord based on an N12 notice (LTB-L-036230-23). The Landlord served another N12 notice and re-applied immediately after receiving that oral ruling and before they received the final order.
7. Furthermore, the prior order (LTB-L-036230-23) imposed costs on the Landlord:

19. The Tenant's representative advised that this is in fact the second L2 application filed by the same Landlord based on a similar notice of termination.

20. The Board's records confirm that the Landlord also filed application LTB-L-029963-23 on April 15, 2023. This application was also based on an N12 notice of termination for Landlord's own use. The notice on that application was served on April 6, 2023, and also had a termination date of June 30, 2023.

21. Application LTB-L-029963-23 was previously scheduled before the Board on July 12, 2023 and was adjourned due to a scheduling overflow. The Landlord withdrew this application on August 14, 2023.

22. When asked why the Landlord filed two L2 applications based on two separate notices of termination for the same grounds, the Landlord responded by stating that the N12 notice for file number LTB-L-029963-23 contained a clerical error with respect to the postal code on the notice. When I asked why the Landlord chose to proceed to a hearing with both notices despite knowing of the error well before the hearing dates, the Landlord's representative provided no explanation.

23. In my view, I find that costs against the Landlord are warranted. Both notices of termination were served within 3 weeks of each other and both L2 applications were filed within 30 days of each other. Further, for both applications the Landlord requested that the Board expedite the scheduling of the hearings and both requests were granted.

24. The Landlord chose to proceed with two of the same type of applications filed within a short period of time and requested that the Board expedite the scheduling of both hearings. The fact that the Landlord served two of the same notices and filed two of the same applications within such a short period of time suggests to me that the Landlord was aware of the duplicate file and potential defective notice on the first notice served.

Despite this, the Landlord proceeded with both applications and attended hearings on both similar applications.

25. I find that the Landlord's conduct has resulted in a waste of the Board's time as both applications were scheduled to be heard on an expedited basis. I further find that this conduct has caused an unnecessary inconvenience to Tenants and their representative, who also had to attend hearings for two separate and duplicate applications. The Landlord's conduct in this regard was unreasonable and resulted in delayed hearings for other parties.

8. As was true in the proceeding for LTB-L-036230-23, in the application before me the Landlord served the same notice of termination within days of the oral ruling denying their application before they had received a written decision *and* they filed a request to review that order as well, resulting in two ongoing proceedings for the same application and type of notice. The Landlord again requested that the Board expedite the scheduling of this third hearing and the request was granted. The Tenant also submitted that they vacated the rental unit almost 2 months before this hearing date and the Landlord failed to withdraw their application and still chose to attend the hearing (which was for the application fee).
9. I do find that the Landlord's conduct has again resulted in a waste of the Board and Tenants' time. The Landlord failed to withdraw their application before the hearing when they knew the Tenants were vacating two months earlier, and also filed yet another application within days of receiving an oral ruling denying their application and before receiving a final order while filing a review for that same order. As a result of this application not being withdrawn, the matter remained scheduled in an expedited hearing block preventing another urgent matter from being heard.
10. The Landlord submitted that the ownership has changed from the prior hearing, specifically the 99% ownership from Boston Properties was transferred to Patricia Robinson and they applied on that basis with the intent of complying with the Act.
11. The Landlord's Representative also submitted that the Landlord has cancer and that it truly was an urgent matter and they were not prepared to wait for the other request for review to resolve itself.
12. While I find that the Landlord's conduct was unreasonable, after carefully considering the issue and the Landlord's submissions, I do not believe this case warrants costs given the Landlord's stated intent of complying with the Act and serious health circumstances.

December 13, 2023
Date Issued

Elan Shemtov

Elan Shemtov
Member, 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.