



**Order under Section 31
Residential Tenancies Act, 2006**

Citation: Greenaway v Connors, 2023 ONLTB 71289

Date: 2023-10-27

File Numbers: LTB-T-071279-22
LTB-T-071326-22

In the matter of: 2-110 Canal Street
Tilbury ON N0P2L0

Tenant

Between: Dave Greenaway

And

Landlord

Michel Connors
Amandeep Singh

Your files have been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file numbers are LTB-T-071279-22 (formerly, SWT-48138-21) and LTB-T-071326-22 (formerly, SWT-54506-21).

Dave Greenaway (the 'Tenant') applied for an order determining that Michel Connors and Amandeep Singh (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- 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 Tenant.

These applications were heard by videoconference on October 18, 2023.

Only the Landlord attended the hearing. MC was self-represented. AS was represented by Fil Mendes.

As of 9:20am, the Tenant was not present or represented at the hearing although properly served with notice of this 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. By way of background, the named Landlord MC owned the residential complex between March 2020 and August 2021. The named Landlord AS, owned the residential complex between September 2021 and September 2022 when it was sold.
2. At the hearing, both named Landlords sought costs against the Tenant for having to attend multiple hearings to defend against the Tenant's application.
3. The first question before the Board is whether the named Landlords are parties to the application and therefore can make a request for costs.
4. I find that they are. I say this for the following reasons.
5. Subsection 187(1) of the Act states:

187 (1) The parties to an application are the landlord, or the non-profit housing cooperative, and any tenants, or members of the non-profit housing co-operative, or other persons directly affected by the application.

[Emphasis added.]

6. While the named Landlords no longer fell within the definition of landlord as of the hearing date, since they no longer owned the property and did not act as an agent for the new Landlord, they were still named on the Tenant's T2 applications, and therefore directly affected by its outcome.
7. In addition to that, they were sent the notice of hearing for each hearing, they were in attendance on at least three occasions before me and no order had issued removing them as parties to the application.
8. Furthermore, interim orders were issued requiring them to perform certain actions – including preserving the Tenant's belongings and ensuring vital services were being supplied to the rental unit.
9. Thus, I am satisfied that MC and AS are parties to the applications and can make the request for costs.

Request for Costs

10. AS' representative sought costs against the Tenant on the basis that he was never a landlord and was dragged into the proceedings. Further, at the hearing on January 18, 2023, certain undertakings were made by the Tenant's representative which were not fulfilled – for example, amending the application to name the new Landlord.

11. As such, AS seeks costs against the Tenant in the amount of \$700.00 which they justify by the multiple attendances for hearings and the preparation that went with each attendance.
12. MC also sought costs against the Tenant in the amount of \$700.00; she submits that this matter has been ongoing since 2020 and that she had previously retained a paralegal who cost her \$5,000.00. She would like to be reimbursed for a portion of her legal fees.

ANALYSIS

13. For historical context, these applications were filed on January 6 and September 1, 2021. Since then, the parties have appeared before the Board on at least five separate occasions, including three before me on March 1, 2022, January 18, 2023 and October 18, 2023.
14. At the hearing in March 2022, preliminary issues were raised, including an adjournment request from the Landlord which was granted and I issued an interim order thereafter; at this hearing, both named Landlords were present by way of their respective representatives and the matter concluded within an hour.
15. At the hearing in January 2023, the parties returned before me and the Tenant's representative sought an adjournment as the Tenant was incarcerated and the Tenant's representative needed time to amend the applications to include the new owner and Landlord of the property. At this hearing, both named Landlords were present by way of their representatives and the matter concluded within an hour.
16. At the hearing on October 18, 2023, the parties returned before the Board, and only the named Landlords were present. MC was self-represented and AS was present by way of his representative. The parties spent a maximum of 30 minutes before the Board with their cost submissions.
17. Pursuant to s. 204(2) of the *Residential Tenancies Act, 2006* the Board may order a party to an application to pay the costs of another party. The Board's Interpretation Guideline 3 on Costs outlines circumstances where it would be appropriate to award these costs and includes situations where a party's conduct was unreasonable. The Interpretation Guideline cites examples of unreasonable conduct, including failing to take necessary steps, such as those required by the RTA or Rules, any misconduct at the hearing or in the proceeding, and ... showing a lack of respect for the process or the Board, among others.
18. Here, the Tenant's conduct caused significant delays in the proceedings and expenses in the form of legal fees to the named Landlords. The Tenant filed their application, sought an adjournment to amend the application, did not amend the application according to both the Board's records and confirmation from the named Landlords', did not inform the named

Landlords of their intent to withdraw their applications in advance of the hearing (if this was the case) and did not show up to the hearing to support their application.

19. Given all of the above, I find that this is an appropriate instance for the ordering of costs to the Landlord.
20. Pursuant to Rule 23.2 of the Board's Rules of Practice and given the amount of time the Landlords attended the hearing of this matter before me as well as the preparation involved for each attendance, I find it appropriate to award the named Landlords costs in the amount of \$400.00 each.
21. Pursuant to Rule 23.4 and Interpretation Guideline 3, an order for Board costs is appropriate in cases in which the adjudicative costs to the public have been unjustifiably increased by the unreasonable conduct or omission of a party or a party's agent or legal representative.
22. Given the circumstances, I also find it appropriate to order Board costs in the amount of \$300.00 against the Tenant for failing to act reasonably in relation to the applications before the Board at the hearing on October 18, 2023.
23. I say this because the Board had set aside half a day (or three hours) on both January 18, 2023 and October 18, 2023 to hear the Tenant's T2 applications. At the hearing in January, the Tenant's representative advised that the Tenant had been incarcerated and the matter was adjourned, in part for the Tenant to be able to participate.
24. However, the Tenant's failure to attend the hearing or notify the Board in advance of the hearing on October 18, 2023 has resulted in a misuse of the Board's hearing time, funded by public monies.
25. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant shall pay to the named Landlord, Michel Connors, the amount of \$400.00 in costs, on or before November 7, 2023.
2. The Tenant shall pay to the named Landlord, Amandeep Singh, the amount of \$400.00 in costs, on or before November 7, 2023.
3. If the Tenant's representative does not pay the full amounts owing on or before November 7, 2023, the Tenant's representative shall start to owe interest. This will be simple interest calculated from November 8, 2023 at 7.00% annually on the balance owing.

4. The Tenant shall also pay to the Board costs in the amount of \$300.00, on or before November 7, 2023.

October 27, 2023

Date Issued

Sonia Anwar-Ali

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.

Payment of the Board costs must be made to the LTB by the deadline set out above. The costs can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card or debit card.