



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

Citation: Centurion Property Associates Inc v Hart, 2022 ONLTB 11609

Date: 2022-11-15

File Number: LTB-L-010514-22-RV

In the matter of: 107, 278 KINGSWOOD DR
KITCHENER ON N2E2K2

Between: Centurion Property Associates Inc Landlord

And

Jake Hart, Jake Turrett Tenant

Review Order

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jake Hart, Jake Turrett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-010514-22 issued on September 6, 2022 based on a hearing held on August 29, 2022 where only the Landlord attended.

On September 29, 2022, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 3, 2022 interim order LTB-L-010514-22-RV-IN was issued, staying the order issued on September 6, 2022.

This request was heard in by videoconference on November 7, 2022.

Only the Landlord attended the hearing. The Landlord was represented by Robert Rose.

Determinations:

1. Since the Tenant did not appear at the hearing to support their request to review, I find that this request has been abandoned.
2. The Landlord's representative seeks \$250.00 in costs against the Tenants because the Tenants failed to show up at either the original hearing or their review hearing.
3. The interim order issued on October 3, 2022 states at paragraph 11 that if the Tenants fail to appear at the review hearing the Board may summarily dismiss the review and

order the Tenants to pay the costs of the review hearing to the Landlord and/or the Board.

4. Board Interpretation Guideline #3 on Costs provides that the Board may award costs where a party has conducted themselves unreasonably during a Board proceeding. Although the Guideline is not binding on me, I see no reason in these circumstances not to follow it.
 5. Here, the Landlords filed an application that was initially scheduled for August 29, 2022 and the Tenants did not show up to this hearing.
 6. On September 29, 2022 the Tenants requested a review of the order alleging that they were not reasonably able to participate as they did not receive the notice of hearing in time since one of the two Tenants who held the mail key was out of town. The notice of hearing for the review hearing was sent to the Tenants at the address provided on their request to review and emailed as well.
 7. When the request came before the Board on November 7, 2022, only the Landlord's representative attended.
 8. Given the Tenants' behaviour it would appear the review was initiated in bad faith and that the Tenants asked for and caused delay without justification. So, in this instance, I believe an order for costs against the Tenants is warranted.
 9. The Board's Rules of Practice state:
 - 23.2 A member may exercise discretion to order a party to pay another party's:
 - a. representation/preparation fees; and
 - b. other out-of-pocket expenses.

Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700.

 - 23.3 A party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.
10. Given the time the Landlord's representative spent at the Board, approximately two hours, I find that the Landlord's request for \$250.00 is excessive, but that \$200.00 would be appropriate.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-010514-22 issued on September 6, 2022 is denied. The order is confirmed and remains unchanged.

2. The interim order issued on October 3, 2022 is cancelled.
3. The stay of order LTB-L-010514-22 is lifted immediately.
4. The Tenant shall pay to the Landlord \$200.00 in costs.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 26, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 27, 2022 at 4.00% annually on the balance outstanding.

November 15, 2022

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.