COURT FILE NO.: DC-25-00002967
DATE: 20250909

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
Angele Lafond, Appellant	)	Self-represented
	)	
	)	
– and –	)	
	)	
Denae Moores, Respondent	)	Félix Poliquin-Boutin for Ms. Moores
	)	
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	)	
	)	**HEARD:** July 24, 2025

DECISION ON MOTION TO QUASH APPEAL

HOOPER J.

[1] The Respondent, Denae Moores, brings this motion to quash the Appellant's appeal on the Landlord and Tenant Board orders LTB-L-047702-24 and LTB-L-047702-24-RV.

Background Facts

[2] The Respondent is the landlord of the Appellant who has been residing at 29 Dundegan Dr., Kanata, Ontario since on or about October 15, 2023. The monthly rent is $2,450.00.

[3] By May 2024, the Appellant (the "Tenant") had fallen into arrears in her rent, making only a partial payment. She failed to pay any rent in June 2024. As a result, the Respondent (the "Landlord") served the Tenant with an N4 Notice - a Notice to End Tenancy Early for Non-payment of Rent.

[4] Having served this N4 notice, the Landlord commenced two applications before the Landlord and Tenant Board ("LTB") – an L1 Application (Application to evict a tenant for non-payment of rent and to collect rent the tenant owes) and an L2 Application (Application for a landlord to end a tenancy and evict a tenant, or to collect money owed by the tenant). The Tenant requested that both of these hearings be heard together, and the LTB agreed – setting a hearing date of September 18, 2024 for both applications. Notice of the September hearing date was sent to the Tenant on or about July 2, 2024.

[5] By the date of the hearing, the Tenant owed $9,449.90 in rent arrears having failed to pay the arrears previously owing and missing further rent payments in July, August and September 2024.

[6] At the commencement of the September 2024 hearing, the Tenant sought an adjournment to raise issues pursuant to s. 82 of the *Residential Tenancies Act*, 2006, S.O. 2006 c.17 (the *"Act"*). Under this section, a tenant can raise such issues such as maintenance problems with the unit, failure to provide services to the unit, or any allegations that the landlord breached the tenancy agreement. Section 82 specifically requires the tenant give advance notice to the landlord of their intention to raise any issues under this section. If the tenant fails to provide advance notice, the tenant is required to provide a satisfactory explanation to the LTB to explain their failure to comply.

[7] The Tenant did not comply with s. 82 of the *Residential Tenancies Act* as no advance notice was given to the Landlord of her intention to raise any issues under this section. When asked by the LTB for an explanation as to why she had not complied, the Tenant did not have one. The Tenant admitted that she had known about the hearing since July but had simply not submitted anything to the LTB or Landlord until the morning of the hearing.

[8] As a result, the Tenant's request to adjourn the hearing to give notice and be able to raise these issues was denied.

[9] During that September hearing, the Tenant advised the LTB that her internet connectivity was poor and again, sought an adjournment on this basis. That adjournment request was also denied.

[10] As a result, the hearing proceeded with the Tenant seeking to preserve the tenancy with a payment plan to address the arrears over time.

[11] On November 25, 2024, the LTB issued its decision ordering the ending of the tenancy unless the Tenant could pay the arrears owed (LTB-L-047702-24). The LTB rejected the payment plan as not sustainable given the Tenant's income did not appear to be sufficient to meet her monthly expenses including ongoing rent and pay the arrears. The LTB postponed the eviction until December 27, 2024 to given additional time to the Tenant to find suitable housing for herself and her children.

[12] The Tenant applied to the LTB for a review of order LTB-L-047702-24. The Tenant raised two serious procedural errors:

a. The Tenant had connectivity issues and was unable to fully participate in the hearing;

b. The Tenant was unable to speak to Tenant Duty Counsel.

[13] Within her application for review, the Tenant also argued a factual error had been made by the LTB in its order LTB-L-047702-24 in that her monthly income was understated by approximately $300. As such, the Tenant took the position that the hearing member's determination that the Tenant's payment plan was not sustainable was incorrect.

[14] The LTB Vice-Chair conducted the review of the issues raised by the Tenant. In denying the review, Vice-Chair found the following:

- The Tenant had an adequate opportunity to participate in the hearing;
- The Tenant could have contacted Duty Counsel at any time prior to the day of the hearing. In fact, the Notice of Hearing that had been sent to the Tenant advised the Tenant to take this action in advance and not wait for the hearing date.

- The hearing member applied the correct principles when assessing the sustainability of the Tenant's proposed payment plan.

[15] On January 12, 2025, the Tenant commenced an appeal to the Divisional Court in respect of the original LTB decision and the subsequent Vice-Chair's decision denying its review.

[16] The filing of this appeal stayed the eviction order.

[17] On April 30, 2025, a Case Conference was held before Labrosse J. By this date, the Tenant had not taken any step in perfecting her appeal. She had not even made a request for the hearing recording – the first step is obtaining a copy of the transcript of the hearing. In addition, the Tenant had only been making a few partial payments of her rent since the LTB September hearing. For a Tenant seeking to preserve her tenancy, she had inexplicably allowed the $9,449.90 owed in rent as of September 2024 to grow to $16,286.00 by April 2025.

[18] At that April 30, 2025 Case Conference, Labrosse J. made two orders – a timetable for the perfection of the appeal, and the requirement of the Tenant to pay her rent from April 1, 2025 onward.

[19] A further Case Conference was held before Labrosse J. on June 30, 2025 with the Landlord asserting the Tenant had failed to comply with His Honour's timeline to perfect the Appeal. Although Labrosse J. noted some imperfections in the Tenant's appeal material, he found it was sufficient to consider the appeal to be perfected. He thereafter ordered the matter to a hearing. He also allowed the Landlord to proceed with a motion to quash the appeal and asked the Registrar to find an expedited 90-minute motion date as soon as possible.

[20] This is the motion to quash that is now before me. If the motion is granted, the stay of the eviction order would be lifted and the Tenant would be required to move from this residence.

Right of Appeal and Test for Motion to Quash

[21] The Tenant's right to appeal these decisions is found in s. 210(1) of the *Act*, which reads as follows: "Any person affected by an order of the Board may appeal the order to the Divisional Court within 30 days after being given the order, but only on a question of law." [emphasis added]

[22] The Landlord brings this motion under s. 134(3) of the *Courts of Justice Act,* R.S.O. 1990, c. C.43, which reads as follows: "On motion, a court to which an appeal is taken may, in a proper case, quash the appeal."

[23] The test for quashing an appeal is high. It must be manifestly devoid of merit: *Smallhorn v. Gutta* 2020 ONSC 8066 at para 15. Despite this high bar, there have been numerous instances where motions to quash these types of appeals have been successful: *Solomon v Levy*, 2015 ONSC 2556 at paras 33-34; *Eldebron Holdings Limited v Mason*, 2016 ONSC 2544 at para 14; *White Spruce Apartments v Deschenes*, 2016 ONSC 5058; *Deschenes v District Realty Management*, 2018 ONSC 4891 at para 24; *Stirling v 399527 Ontario Ltd.*, 2020 ONSC 1098; *Erdan Construction Company Ltd. v Umetsu*, 2020 ONSC 1550 at para 10; *Wilkinson v Seritsky*, 2020 ONSC 5048; *Meglis v Lackan*, 2020 ONSC 5049 at para 23.

Merit of the Appeal

[24] I have reviewed the material before me in detail to determine if there is anything within the Supplementary Notice of Appeal that might form some realistic appeal on a point of law. I could not discern any. Aside from arguing a factual error on the amount of her income, the Tenant's issues relate to procedural fairness.

[25] This is an appeal. It is not an application for judicial review – the proper procedure for an allegation of the denial of procedural fairness. However, under the circumstances, I do not believe it would be prudent to ignore the alleged breach of procedural fairness on this basis. If procedural fairness was denied, this would render the decision invalid: *Kaysaywaysemat v. Rainy River First Nations* 2025 FC 1397 at para. 130.

[26] The Appellate makes two arguments in relation to procedural fairness:

a. That she was improperly prevented from raising arguments under s. 82 of the *Act;*

b. That she was not able to properly participate in the process because she was experiencing internet connection issues during the hearing.

[27] For both of these issues, the Tenant requested an adjournment to the LTB and her requests were denied.

Was the Tenant denied procedural fairness when the LTB denied her request for an adjournment to raise arguments under s. 82 of the Act?

[28] The *Act* specifically sets out the Tenant's obligations when raising issues under this section. It also allows the LTB, when presented with a Tenant who has failed to meet those obligations, to hear that evidence or adjourn the matter if the Tenant provides some justification for this failure. Here, the Tenant gave no explanation for failing to give notice.

[29] Procedural fairness applies to all parties. Section 82 of the *Act* requires notice to the Landlord to ensure the Landlord can respond. Given the failure to give this notice and the lack of any reasonable explanation by the Tenant for failing to do so, it was completely within the LTB's discretion to refuse this evidence and to refuse to grant an adjournment.

[30] The Tenant's argument on this issue is devoid of merit.

Was the Tenant denied procedural fairness by the LTB's failure to grant an adjournment due to her intention connection issues?

[31] During the motion to quash, I asked the Tenant to provide me with the submission that had been missed during the hearing. In other words, if there was an internet connection issue that caused the Tenant to be unable to fully participate in the hearing, what issue or argument was she unable to raise with the LTB? She could not provide an answer.

[32] We now live in a time when virtual hearings are common. For the LTB, they are the norm. Many zoom court proceedings have to deal with internet connection issues. If a court were to find

that when a party experiences internet connection issues they must be granted an adjournment upon request this would render virtual hearings unworkable.

[33] I therefore find that the Tenant's submissions that she was denied procedural fairness due to internet connection issues to be devoid of merit.

Is this appeal an abuse of process as a tactic to delay the eviction?

[34] After reviewing the record in its entirety including the attendance before Labrosse J. on April 30, 2025, I find that this appeal was launched as a tactic to delay the decision of the LTB and extend the tenancy during the appeal period. It is therefore an abuse of process and should also be quashed on this basis. I make this finding for the following reasons:

a. The Tenant failed to take any step to perfect this appeal until ordered by the court to do so, all the while failing to pay rent.

b. When the Tenant requested additional time from the Court, the Court had to order the Tenant to pay rent in the interim.

c. Even though the Tenant states that she is seeking to preserve the tenancy, she has not paid a dollar towards the substantial arrears in rent.

Disposition

[35] For the reasons above, the motion is granted, the appeal before the Divisional Court is quashed, and the stay of the eviction order is lifted. The Tenant will have until October 31, 2025 to vacate the premises provided the Tenant continues to pay rent in accordance with the April 30, 2025 endorsement of Labrosse J. If the Tenant fails to make a payment in accordance with the timeline ordered by Labrosse J. and the Tenant does not correct this breach within 3 business days of that missed payment, the termination of the tenancy will take immediate effect.

[36] On the issue of costs, the Landlord will have until September 19, 2025 to file cost submissions of no more than three pages in length (double-spaced) excluding bills of costs and offers to settle. The Tenant will have until October 3, 2025 to file responding cost submissions with the same page restrictions.

Justice Jaye Hooper

Released: September 9, 2025

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ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

Angela Lafond, Appellant

-and-

Denae Moores, Respondent

REASONS FOR DECISION
MOTION TO QUASH THE APPEAL

Judge Hooper J

Released: September 9, 2025