



**Order under Subsection 87(1) and Section 89
Residential Tenancies Act, 2006**

File Number: LTB-L-051546-23
LTB-L-051950-24

In the matter of: 360 CAMPBELL AVE
WINDSOR ON N9B2H3

Between: 1912802 Ontario Inc. Landlord

And

Courtney Scratch Tenant/Former Tenant

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1912802 Ontario Inc. (the 'Landlord') applied for an order requiring Courtney Scratch (the 'Tenant') to pay the rent that the Tenant owes.

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The Landlord applied for an order requiring the Former Tenant to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

These applications were heard together by videoconference on December 17, 2025.

The Landlord's Agent, Craig Allen, the Tenant's Legal Representative, E. Will, and the Tenant attended the hearing.

Determinations:

Request for Adjournment - Denied

1. At the outset of the hearing, the Landlord's Agent requested an adjournment for the following reasons: Member Bruno had seized himself of this matter, the LTB made an error as today's date is one of the unavailable dates provided by the Landlord, and the Landlord's key witness is not available today as she is at the hospital for tests. He stated that the Landlord has sent emails to the LTB requesting this adjournment/rescheduling.
2. The Landlord's Agent stated that the Tenant and he were before Member Bruno previously wherein a significant amount of issues were discussed and Member Bruno had verbally

stated that he would seize himself of this matter. He also stated that the LTB has made an error in scheduling as this date was provided as an unavailable date by the other Landlord's Agent who is also the key witness. He further stated that the Landlord's key witness, who participated in all aspects of this tenancy, has health issues and is in hospital having tests completed today.

3. The Tenant's Legal Representative opposed the Landlord's Agent's request for an adjournment and confirmed that the Landlord had not requested a rescheduling or provided any advance notice of this request.
4. He submitted that his client did not inform him that Member Bruno was seized on this matter. In any event, he submitted that a Member may state something at a hearing but then change that in their written direction/order. He also submitted that in accordance with Rule 1.6 of the *Landlord and Tenant Board's Rules of Procedure* (the 'Rules'), the LTB has the power to take over whatever matters they consider appropriate in the circumstances.
5. He further submitted that the Landlord's Agent/key witness has failed to provide any proof of medical reasons for this adjournment request. He submitted and relied upon order LTB-L-00578-23 issued on January 25, 2025, wherein this same Landlord's Agent/witness requested an adjournment for health reasons and it was denied partly because they did not provide the LTB with any documentation supporting their inability to participate in the hearing due to medical reasons. He further submitted that all parties should assume that the hearing will proceed.
6. He further submitted that Guideline 1 of the *Landlord and Tenant Board's Interpretation Guidelines* (the 'Guidelines') provides specific factors for the LTB to consider in deciding whether to grant an adjournment namely: the reason, the issues in the application, any prejudice to the parties, the history of the proceeding, and the LTB's obligation to adopt the most expeditious method of determining the questions arising from a proceeding that affords all persons directly affected an adequate opportunity to know the issues and be heard on the matter.
7. He submitted that the Landlord's Agent has failed to provide any documentation in support of their reason for the adjournment, the Landlord has failed to disclose any supporting evidence with respect to the issues in the applications, the Tenant is prejudiced by having to attend and retain representation for these applications, the applications have been on-going for some time with multiple adjournments, and the Landlord has had an adequate opportunity to be heard, chance to appear/attend and a chance to disclose. He also submitted that the Tenant has been affected by these proceedings and deserves a resolution. Finally, he submitted that unavailable dates provided by parties are not guaranteed by the LTB.
8. For the following reasons, the Landlord's request for an adjournment was denied.
9. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') provides that the LTB shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

10. Guideline 3 of the Guidelines provides that “parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that all parties should be prepared to present their evidence, call and question witnesses and make their submissions.”
11. Upon review of the record of these proceedings, the parties have been before the LTB multiple times. The parties were before the LTB with respect to LTB-L-051950-24 on June 25, 2025 wherein the matter was adjourned on consent due to the Landlord’s witness having a medical emergency. Member Sivalingam completed an Adjournment Sheet which provided the following directions: “TT may seek costs at next hearing. LL to provide medical documentation as per last adj.” There was no dispute that to date the Landlord has not provided any medical documentation to the Tenant or the LTB as directed.
12. Then on July 17, 2025, the parties confirmed that only the Landlord’s Agent and the Tenant were before the LTB with respect to LTB-L-051546-23 wherein this matter was adjourned at the Landlord’s request due to the Landlord’s witness’ health issues. Member Bruno completed an Adjournment Sheet which indicated that he was not seized and directed the matter to be heard together with LTB-L-051950-24 on the next date. Additionally, Member Bruno did not issue any direction or interim order arising from the parties’ appearance before him other than joining the applications to be heard together.
13. Prior to July 17, 2025, the parties were also before the LTB for LTB-L-051546-23 on September 28, 2023, wherein the matter was adjourned at the Landlord’s witness’s request as they were not feeling well. Interim order, LTB-L-051546-23-IN, issued on October 18, 2023 granted the adjournment and one of the directions was for the parties to as soon as possible and no later than seven days prior the hearing, provide one another and file with the LTB a copy of any document, photograph, receipt, recording or like think upon which they intend to rely at the hearing (disclosure). To date, the Landlord has not provided any disclosure to the Tenant.
14. The LTB’s record with respect to unavailable dates received by the Landlord for these matters, uploaded to the Tribunals Ontario Portal (‘TOP’) on July 25, 2025 for LTB-L-051546-23 heard on July 17, 2025, did not include today’s date, December 17, 2025. The Landlord provided the following unavailable dates for December 2025: December 1-8, 11, 12, 15, 18-31 (DOC-6069026).
15. Rule 21.1 of the Rules provides that parties may agree to ask the LTB to reschedule a hearing prior to the scheduled date. The request to reschedule must be on consent of all parties and received by the LTB as soon as reasonably possible and not less than 5 business days before the scheduled date. There is no evidence before the LTB supporting a finding that the Landlord requested consent from the Tenant or their Legal Representative to reschedule this hearing as per the Rules.
16. There was no dispute that the Landlord failed to provide any advance notice of this request for an adjournment to the Tenant or their Legal Representative. The Landlord’s Agent has also failed to provide any evidence in support of their witness’ inability to participate today despite his assertion that the witness is in hospital for testing which more likely than not would have been scheduled in advance.

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17. The Landlord's Agent failed to provide any evidence or submission in support of this application.
18. Consequently, the application is dismissed.

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19. The Landlord's Agent failed to provide any evidence or submission in support of this application.
20. Consequently, the application is dismissed.

Request for Costs

21. The Tenant's Legal Representative requested costs for preparation and attendance on these matters, three hours for preparation and two attendances amounting to three hours for a total of six hours being \$600.00. He submitted that the Landlord's conduct has been unreasonable as they have failed to adequately prepare for the hearing, provided no disclosure, and failed to seek consent to reschedule the hearing.
22. The Landlord's Agent restated his assertions that Member Bruno had seized himself of these matters, there was a confusion of unavailable dates, and there was no bad faith on the part of the Landlord.
21. Pursuant to Guideline 3 of the Guidelines, costs may be ordered where a party's conduct in the proceeding was unreasonable. Conduct is unreasonable if it causes undue expense or delay and includes the following in part:
 - Failing to take necessary steps, such as those required by the RTA or Rules;
 - Asking for Adjournments or delays without justification;
 - Failing to prepare adequately for the hearing;

Examples of failing to comply with the RTA or Reules would include the following situations:

- Failing to follow a procedural order or direction
22. Rule 23 of the Rules state that a member may exercise discretion to order a party to pay another party's representation/preparation fees and out-of-pocket expenses, and where they do so, these fees shall not exceed \$100.00 per hour to a maximum of \$700.00.
 23. In accordance with Guideline 3, conduct of a party is unreasonable when a party fails to take necessary steps, such as those required by the RTA or Rules. In this case, there was no dispute that the Landlord did not seek consent to reschedule this matter as required by Rule 21.1. Additionally, the Landlord was previously directed by Member Sivalingam to

provide medical documentation regarding a previous adjournment request but has failed to do so.

24. Given the above, I was satisfied that the Landlord's conduct in this proceeding was unreasonable. Therefore, I find that the Tenant is entitled to costs for their Representative's preparation and attendance here today only. This amounts to three hours for preparation of this file, and approximately one hour for today's attendance. Consequently, I find that the Landlord shall pay to the Tenant \$400.00 for costs.

It is ordered that:

1. The Landlord's applications are dismissed.
2. The Landlord shall pay to the Tenant \$400.00 for costs.
3. If the Landlord does not pay the Tenant the full amount owing on or before January 18, 2026, the Landlord will start to owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Lisa Del Vecchio
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.