



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

Citation: Robertson v Blacquiere, 2026 ONLTB 1841

Date: 2026-01-08

File Number: LTB-L-026107-25-RV

In the matter of: 175 PENNY LANE
HAMILTON ON L8J0E2

Between: Maria Robertson Landlord

And

Shelley Blacquiere Tenants
Krishelle Blacquiere

Review Order

Maria Robertson (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Blacquiere and Krishelle Blacquiere (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was resolved by order LTB-L-026107-25 issued on September 18, 2025.

On September 27, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 29, 2025 interim order LTB-L-026107-25-RV-IN was issued, staying the order issued on September 18, 2025.

This application was heard by videoconference on October 23, 2025.

The Landlord, the Landlord's Legal Representative, Barrett Beaudoin, the Tenants, and the Tenants' Legal Representative, Brittany Rose Ward, attended the hearing.

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenants were not reasonably able to participate in the proceeding.
2. The Tenants state that they were confused because the Landlord had filed a separate application with the Board for non-payment of rent, which was scheduled for a hearing on August 12, 2025. They believed that the Landlord's L1 and L2 applications had been combined and would be heard together. The Tenants acknowledge that they did not attend

the August 12, 2025 hearing because they did not receive the Notice of Hearing. They similarly claim that they did not attend the September 11, 2025 hearing for the L2 application for the same reason, asserting that they did not receive the Notice of Hearing.

3. The Tenants' representative submitted that the Tenants filed a request for review of Order LTB-L-043954-25, issued on August 19, 2025, relating to the Landlord's L1 application, on the basis that they were not reasonably able to participate in the proceeding. The review was heard on September 15, 2025, and the Tenants' request was denied. Subsequently, Order LTB-L-043954-24 was issued on October 21, 2025, and the stay of that order was lifted immediately.
4. The Tenants' representative acknowledged that the present request for review is moot because the tenancy ended on October 21, 2025, the date on which the stay on order LTB-L-043954-25 was lifted.
5. The Landlord's representative submitted a series of text messages between the Landlord and the Tenants as evidence [DOC-6597590]. On August 21, 2025, the Tenants sent a message to the Landlord stating, "We have a court date for September 11, 2025." The Landlord's representative argued that this message demonstrates the Tenants were aware of the scheduled hearing. It was further noted that, during the L1 review hearing, the Tenants admitted they had missed the hearing set for September 11, 2025.
6. The Landlord's representative did not dispute that the Tenants' review request is moot but submitted the Landlord is seeking Board and legal costs against the Tenants on the grounds that the Tenants' review request is frivolous, and the Tenants were aware the review had no reasonable chance of success.
7. The Landlord's representative submitted that, during the L1 review hearing, the Tenants' representative was advised that if the Tenants pursued a request for review of the L2 application, the Landlord would seek costs, as the Tenants were clearly aware of the September 11, 2025 hearing. He further argued that Board costs are warranted because the Tenants previously admitted, at the September 15, 2025 hearing, that they knew about the September 11, 2025 hearing but did not attend. He submitted that the Tenants' review request constitutes a waste of both the Board's time and the Landlord's.
8. The Tenants' representative submitted that the request for review was filed in good faith. She explained that the Tenants were confused because two applications had been filed and they believed the matters would be combined and heard together. She argued that the review request was not frivolous and asked that the Landlord's request for costs be denied.

Analysis

9. As the parties do not dispute that the tenancy has been terminated, I find the request for review is moot and therefore must be denied.
10. The only issue before me relates to the Landlord's request for legal and Board costs.
11. An award of costs is discretionary. Rules 23.2 and 23.3 provide for ordering another party's costs. Under Rule 23.2 costs are limited to representation/preparation fees and out of pocket costs. The hourly rate for a paid representative is capped at \$100.00 to a maximum of

\$700.00. Rule 23.3 does not specify the types of costs that may be awarded but does provide a party must have engaged in unreasonable conduct that caused undue delay or expense.

12. The Board's Costs: Interpretation Guideline 3 provides costs to a successful party will generally only be awarded where conduct is unreasonable. Unreasonable conduct is discussed, in part as follows:

Conduct is unreasonable if it causes undue expense or delay and includes the following:

1. Bringing a frivolous or vexatious application or motion;
2. Initiating an application or any procedure in bad faith.....

13. The Landlord's representative relied on the above provisions in Guideline 3. They submitted the Tenants' request for review was frivolous and brought before the Board in bad faith.
14. As evidence of bad faith in filing the review, the Landlord relies on the Tenants' prior knowledge of the September 11, 2025 hearing, which contradicts the assertions made in their review request. The Landlord's representative submitted that the Tenants brought this review request despite having admitted during the L1 proceeding that they were aware of the hearing, demonstrating that they were reasonably able to participate. He further argued that the review request was merely an attempt to delay the process and constituted a waste of both the Landlord's and the Board's time.
15. While I acknowledge the evidence indicating that the Tenants were aware of the September 11, 2025 hearing, I am not persuaded that their absence was intentional for the reasons advanced by the Landlord's representative. At the time they submitted their request for review, the Tenants did not yet know the outcome of their review relating to the Landlord's L1 application. Their stated reason for seeking a review was that they had not received the Notice of Hearing, and no evidence was presented to contradict that assertion.
16. Costs are not to be ordered in a way that would discourage parties from exercising their statutory rights. Here, the Tenants availed themselves of the request to review process and the request to review was granted preliminarily. As a result, I do not find the Tenants' conduct was unreasonable.
17. The Landlord's request for costs is denied.

It is ordered that:

1. The request to review order LTB-L-026107-25 issued on September 18, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on September 29, 2025 is cancelled. The stay of order LTB-L-026107-25 is lifted immediately.

January 8, 2026
Date Issued

Susan Priest
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.