



Order under Section 31 of the Residential Tenancies Act, 2006

Citation: Lucic-Tadic v Halton Community Housing Corporation, 2026 ONLTB 4586

Date: January 12, 2026

File Number: LTB-T-060141-24-HR

In the matter of: 109, 30 NORMANDY PLACE
OAKVILLE, ON L6K3V2

Between: Senka Lucic-Tadic Tenant

and

Halton Community Housing Corporation Landlords
Oakville Community Homes

HEARING ORDER

Senka Lucic-Tadic (the 'Tenant') applied in a T2/T6 application seeking an order determining that Halton Community Housing Corporation and Oakville Community Homes (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; and
- failed to maintain the residential complex in a good state of repair, fit for habitation, complying with health, safety, housing, and maintenance standards.

This application was heard by videoconference on December 9, 2025. The Tenant attended with her legal representatives Brittany DiTrani and Farah Abdel Haleem. The Landlord Halton Community Housing Corporation's ('HCHC') agent Jackie Hajer (tenant service advisor) attended with their legal representative Douglas Levitt (lawyer). HCHC's witness Fiona Mackie (maintenance coordinator) attended the hearing but was not called to testify. The Landlord's in-house counsel Jokpa Utake observed. The Landlord Oakville Community Homes's agent Melanie Warrington (property manager) attended with her legal representative Jeramie Gallichan (lawyer).

Determinations:

1. As explained below, the applications were dismissed on a preliminary basis due to failing to inform the respondents of the case they have to meet, and for failing to reveal a cause of action.
2. The parties admitted HCHC is the current Landlord, and Oakville Community Homes was the prior Landlord.

3. I note the application itself does not contain any details within it describing the incidents complained of, other than a reference throughout many areas of the forms to “See Schedule “A” attached”.
4. I also note the proposed amendments to the applications were only for clerical details like amending an address or email. None of the proposed amendments would have saved the deficiencies with the applications described below.
5. The Schedule A attached to the T2 and T6 were identical in their explanations. There were some differences in the remedies section.
6. I raised the concern that my review of Schedule A to each application revealed nothing more than a narrative about the tenancy.
7. These applications are based on claims checked off in the T2 and T6 forms, that the Landlords substantially interfered with the Tenant’s reasonable enjoyment, and that the Landlords failed to maintain or repair the rental unit. To support these claims, adequate details should have been provided in each Schedule A, to inform the Landlords about the case they need to meet for each application.
8. The Board’s tenant application forms have been developed with written instructions to elicit the necessary details required. For example the T6 form states: “Explaining your Reason: What is the problem? If there is more than one problem, list each problem. Give the date each problem started. Has the problem been repaired? If so, give the date it was repaired and explain who repaired it. Explain who or what may have caused the problem. How did you inform the landlord about the problem?”
9. Similarly, the instruction sheets for the T2 and T6 applications also give examples of the details and particulars required.
10. I note that this application does not suffer from a deficiency commonly seen at the Board - where a tenant application fails to state any dates, times, and names of people involved. I agree with the Tenants’ legal representatives, that in this case, the application does include some of these types of details. However, even with some of these details included, I find that taken together, the details only revealed a chronological narrative about the history of the tenancy; not a cause of action.
11. While I admit certain topics are covered within the narrative – such as the Tenant’s discussions with the Landlords and their various staff, air quality tests and reports, the Tenant’s health issues, and proposed accommodations which were declined – taken together as a whole, there is no clear claim against the Landlords about how the Tenant alleges the Landlords breached the *Residential Tenancies Act, 2006* (the ‘Act’).
12. The Tenant’s legal representatives submitted that the applicant’s evidence and disclosure for the hearing contained all the necessary particulars. Since the Tenant had maintained communication with the Landlords’ staff throughout the tenancy, there should be no surprises or lack of notice with respect to the allegations that are being made.
13. I do not agree that a responding party should have to look to the supporting disclosure filed before a hearing, to figure out the claims that are being made against them. Some of the supporting evidence may be deemed irrelevant by the adjudicator. Even with significant

evidence disclosed before a hearing, it does not cure the defect in the originating applications. It should not take investigation through an applicant's disclosure for a hearing, for a respondent to try to piece together the originating claims and causes of action which should have been contained in the applications from the outset.

14. The adequacy of the originating claim, should form the basis for a respondent deciding their risks and liabilities to the claims, what defence they can make to the claims, whether they should attempt to fix the issues before contesting a hearing, or to offer to settle the matter with the applicant before a hearing.
15. If a respondent cannot understand what claims are being alleged, they are not afforded the opportunity to be able to do any of the things referenced in the paragraph above.
16. The agents for each Landlord confirmed that from their perspective the allegations were not sufficiently particularized. While there were general topics discussed, such as the Tenant complaining of a air quality issue, it was challenging to understand what the Tenant was alleging the Landlords failed to provide or how the Landlords substantially interfered with the Tenant's reasonable enjoyment. The Landlords' legal representatives submitted there would be no prejudice to the Tenant to start another application if her complaints were allegedly still ongoing. They brought witnesses out of an abundance of caution.
17. The Tenant's legal representatives asked for an adjournment to amend the applications, and to combine it with a T6 regarding a flood issue. I denied the request after considering the factors in Rule 21.8 of the Board's *Rules of Procedure*. The Tenant had legal representation. The adjournment request was not requested from the outset of the hearing as per Rule 21.7. Even though it was the first hearing, the applications were filed over a year ago. The Tenant's representatives obviously knew how to request an amendment since they did for the clerical changes requested. Although the lack of cause of action may not have been raised at the Adjudicative Case Conference (ACC), it is not this Board's responsibility to assist an applicant by pointing out potential deficiencies in their application. The onus was on the applicant, to reveal a cause of action and sufficient particulars in the applications.

It is ordered that:

18. Since I determined the applications failed to inform the Landlords about the case they have to meet, it would be procedurally unfair to adjudicate the applications. As a result, the applications are dismissed.

January 12, 2026

Date Issued

Michelle Tan

Vice Chair, 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.