



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-013542-25

In the matter of: 102, 5155 SHEPPARD AVE E
SCARBOROUGH ON M1B0C8

Between: Ash Fernandes Landlord
Audrey Fernandes

And

Tyrone Cosmond Wright Former Tenant

Ash Fernandes and Audrey Fernandes (the 'Landlord') applied for an order requiring Tyrone Cosmond Wright (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

The Landlord also 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.

This application was heard by videoconference on January 19, 2026.

Only the Landlord attended the hearing.

As of 10:58a.m., the Former Tenant was not present or represented at the hearing.

Determinations:

1. I am not satisfied that the Landlord served the Former Tenant with the notice of hearing in accordance with the *Residential Tenancies Act, 2006* ('the Act') or the LTB's Rules of Procedure ('the Rules'). The application is therefore dismissed.
2. The Landlord did not file a certificate of service with the Landlord and Tenant Board ('the Board') prior to the January 19, 2026, hearing. Despite this I gave the Landlord an opportunity to file a certificate of service on the day of the hearing. The Landlord served the application and notice of hearing to the Tenant by email on January 1, 2026.
3. There are two fatal problems with the service of the documents.

4. The first is that the Landlord did not serve the notice of hearing at least 30 days before the hearing as required by rule 5.8.
5. The second is that the Landlord did not prove that the email came to the attention of the Former Tenant. The Rules establish different service requirements for use of email if tenants are in possession versus no longer in possession of a rental unit. Rule 3.3 of the Rules establishes that a document may be served on a tenant no longer in possession of a rental unit by email if:
 1. during the tenancy the tenant or former tenant consented in writing to service by email; **and**
 2. if it can be proven that the contents actually came to the attention of the tenant or former tenant.
6. While the Landlord satisfied the first requirement, the Landlord led insufficient evidence to prove the second. The Tenant did not reply to the email, nor could the Landlord produce a read receipt. The Landlord testified that their last email communication with the Tenant was February 14, 2025. Without more recent communication I am not satisfied that the email address is still actively used by the Tenant.
7. Providing a party with notice that a hearing is taking place is a central component of procedural fairness. It is manifestly unfair to make an order against a party without giving the party an opportunity to participate in the proceeding. Section 7 of the Statutory Powers Procedure Act establishes that a condition precedent to the Board's authority to run hearings in the absence of a responding party is that notice of the hearing has been given. While the Landlord's claims are important and substantial, and I am sympathetic to the difficulties faced by the Landlord in locating the Former Tenant, that does not override the Former Tenant's entitlement to procedural fairness.
8. In accordance with Rule 5.17 the Landlord's application is dismissed because of the issues with service of the notice of hearing.

It is ordered that:

1. The application is dismissed.

January 27, 2026
Date Issued

Amanda Kovats
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.