



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

Citation: D K D M INC. v Bedell, 2026 ONLTB 8605

Date: 2026-01-28

File Number: LTB-L-072386-25-RV

In the matter of: 12 DELORAINE DR
BRAMPTON ON L6T1T4

Between: D K D M INC. Landlord

And

James Bedell Tenants
Nichole White

Review Order

D K D M INC. (the 'Landlord') applied for an order to terminate the tenancy and evict James Bedell and Nichole White (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard on November 3, 2025, and resolved by order LTB-L-072386-25 issued on December 10, 2025.

On December 22, 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 December 23, 2025, interim order LTB-L-072386-25-RV-IN was issued, staying the order issued on December 10, 2025.

This review request was heard by videoconference on January 22, 2026. The Landlord's agents Sanjeev Gupta and Ritu Gupta, the Landlord's legal representative Eleni Papastathakis and the Tenant's legal representative Michael Kippel attended the hearing. Neither Tenant attended the hearing.

Determinations:

1. At the commencement of the review hearing, the Tenant's legal representative requested that the review request be withdrawn. I consented to this request and as such, the request for review is denied and the stay of the order issued on December 10, 2025 will be lifted immediately.

Costs Against Tenants:

2. After the request to withdraw was accepted, the Landlord's legal representative requested costs against the Tenants. The Landlord argues that the Tenant's review request was frivolous, without merit and an abuse of the Board's proceedings.
3. As explained below, I agree with the Landlord's submissions and as such, the Tenants will be ordered to pay to the Landlord \$200.00 in costs, plus \$100.00 to the LTB in Board costs.
4. By way of background, the original hearing of this matter was heard on November 3, 2025. The Landlord's legal representative and the Tenant Nichole White attended the hearing. At the hearing, the Tenant Nichole White agreed to owing the Landlord \$39,200.00 in arrears of rent to November 30, 2025.
5. The request for review was filed by the second Tenant (James Bedell) alleging that they were not reasonably able to participate in the proceedings because they did not receive notice of hearing and thus were unaware of the hearing date.
6. At the review hearing, the Tenant's legal representative confirmed that he represented both Tenants and that both Tenants resided in the rental unit, were family members and part of a joint tenancy. As such, I find it unlikely that the Tenant James Bedell was unaware of the November 3, 2025 hearing date as his own family member / joint tenant, who was subject to the same eviction proceedings attended the prior hearing on behalf of both parties. The Board's records also confirm that a separate notice of hearing was mailed to each Tenant on September 14, 2025.
7. At the review hearing the Tenant's representative also confirmed that he advised his clients four days prior to this hearing that their review request was without merit and because of this, his clients emailed him instructions to withdraw the request the day prior to the hearing. I note that the Board's records confirm that the Tenant's legal representative was the same individual who filed the review request on behalf of his clients on December 22, 2025 (one month prior).
8. At the review hearing the Landlord's agents also confirmed that no rent had been paid since the issuance of the December 10, 2025 order and that the arrears have only increased.
9. The Board's *Interpretation Guideline 3* speaks to ordering costs against a party and requires that, in considering a request for costs awarded against a party, the Board consider whether the party's actions were unreasonable. A party's actions will be considered unreasonable if they cause undue expense or delay.
10. Pursuant to Guideline 3 conduct is considered 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;

11. I find that the Tenant's request for review was filed on the sole basis to delay the Board's proceedings and the inevitable outcome of termination of tenancy for non-payment of rent. The Tenant's request for review is not genuine, but rather an abuse of process to allow the Tenants to remain in the rental unit as long as possible without paying rent to the Landlord.
12. I therefore find that costs are warranted against the Tenants as the review request is frivolous and initiated in bad faith. The Divisional Court has commented that the Board has an obligation to use its powers to address what it sees to be an abuse of process under the Act by tenants refusing to pay rent to the landlord (*D'Amico v. Hitti*, 2012 ONSC 4467).
13. I find that the Tenant's conduct and frivolous / bad faith review request has resulted in a waste of the Board's time and has caused further undue prejudice to the Landlord. As such, I find that costs are warranted against the Tenants.
14. In accordance with Rule 23.2 of the Board's Rules of Procedure, which states that costs should be awarded in the amount of \$100.00 per hour for attendance and preparation time, I find that the Landlord is entitled to costs in the amount of \$200.00. This amount includes \$100.00 for the time of hearing and \$100.00 for preparation for the matter.
15. I also find that it is appropriate to order the Tenants to pay \$100.00 in costs to the Board for the unnecessary delay in the proceedings.
16. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The request to review order LTB-L-072386-25 issued on December 10, 2025, is withdrawn. The order is confirmed and remains unchanged.
2. The interim order issued on December 23, 2025, is cancelled. The stay of order LTB-L-072386-25 is lifted immediately.
3. The Tenants shall pay to the Landlord \$200.00 in costs.
4. If the Tenants do not pay the Landlord the full amount owing by February 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
5. The Tenants shall pay costs of \$100.00 to the Board on or before February 15, 2026.

January 28, 2026
Date Issued

Fabio Quattrociocchi
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.

Payment of the fine / Board costs must be made to the LTB by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the Minister of Finance. If paying in person, the debt can also be paid by cash, credit card or debit card.