



Order under Section 16.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-075961-24-IN-AM

In the matter of: 722, 176 The Esplanade
Toronto ON M5A 4H2

Between: Traci Thompson Tenant

And

Toronto Community Housing Landlord

INTERIM ORDER

Traci Thompson (the 'Tenant') applied for an order determining that Toronto Community Housing (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

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

The Tenant, the Tenant's representative Moezzam Alvi and the Landlord's representative Travis King attended the hearing.

This amended order is issued to correct a clerical error in paragraph 5 of the order. The amendment is indicated in bold face.

Reasons:

1. At the start of the hearing, the Landlord moved that the application be dismissed because it does not contain adequate particulars. For the following reasons, I agree with the Landlord that the application does not contain adequate particulars. However, it is appropriate to adjourn the matter, peremptory on the Tenant and with costs to the Landlord, to give the Tenant an opportunity to amend the application.

Does the application contain sufficient particulars?

2. The application contains very brief pleadings, which allege that the fridge and stove in the unit are broken, that there are roach and mouse infestations, and that the Tenant first told the Landlord about the problems on September 20, 2022.

3. In theory, the pleadings might have been sufficient if they had represented all the facts of the case. However, in the course of oral argument of the Landlord's motion, it became clear that there is more to the story than what was pled in the application. Apparently, the fridge and stove were repaired at some point in 2023. The Tenant disposed of their belongings at some point, but the date of the disposal is not pled. The Tenant also complained to the Landlord on other dates in addition to September 20, 2022.
4. Indeed, in reply to the Landlord's motion, the Tenant argued that additional details were provided in attached emails. It is well established that a respondent is not required to go through an applicant's evidence to try to piece together the claims being made against them (*e.g. Gatza v Parkette Place Apts Inc.*, 2025 ONLTB 24977).
5. I am therefore satisfied that the application could not proceed, and would have to be dismissed unless it were amended.

Should the matter be adjourned?

6. The Tenant gave the Landlord an amended application in the evening of January 14, 2026, effectively two business days before the hearing. The Landlord would not have had time to review the amended application, but in any case the proposed amendments would not have resolved all the deficiencies discussed above.
7. After I found that the application could not proceed in its current form, the Tenant asked that the matter be adjourned so that she could file a new amended application.
8. This is the Tenant's application, so there is no prejudice to the Landlord in adjourning. However, matters cannot be adjourned indefinitely. At some point, an applicant must be ready to proceed.
9. The Landlord and Tenant Board's (LTB) current practice is to schedule applications such as this one for an initial Adjudicative Case Conference (ACC). One of the purposes of the ACC is to identify any deficiencies in the application, so as to address them before the hearing, so that the hearing will not need to be adjourned.
10. In this case, an ACC was held on June 10, 2025. ACCs are confidential, so I have not asked the parties what they discussed on June 10. However, the Member's notes of the ACC (the "Adjournment Sheet"), which are available to me and to the parties, do not indicate that the Tenant was going to amend her application or that there was any issue respecting sufficiency of pleadings. The notes only indicate that the parties' representatives were to organize their evidence.
11. I have reluctantly concluded that the Tenant should be given another opportunity to amend her application. The ACC was supposed to identify deficiencies in the application to give her the opportunity to resolve them through amendment, but I cannot conclude that she had that opportunity in this case.
12. I will impose a deadline for the amendment, after which the application may be dismissed if it is still deficient.

Costs

13. If the Tenant needed more time to amend her application to provide adequate particulars, she ought to have sought the Landlord's consent to reschedule the hearing in advance. Because she did not do so, the Landlord's representative had to appear at an unnecessary hearing. The Tenant was represented by a paralegal.
14. I will award costs of \$200.00 for the Landlord's representative's time in preparing to argue the motion respecting inadequate particulars, and \$100.00 for hearing time, for a total of \$300.00 in costs.
15. The adjournment will also be peremptory on the Tenant.

Future amendment

16. I note that the decision to adjourn the hearing is not a decision to allow the Tenant's proposed future amendment. Pursuant to the LTB's rules, the Tenant must serve and file the amended application, then request, at the next hearing, that the application be amended. It remains open to the Landlord to oppose the amendment request at that time. Some of the arguments that the Landlord made in opposing the Tenant's adjournment request might be relevant to the question of whether the amendment should be allowed.

File sharing

17. The Tenant's evidence includes a number of audio and video files which are quite large. She appears to have successfully uploaded the files to the LTB's portal. Her representative sent them to the Landlord's representative by way of a link to a file repository website (DropBox or similar) because they were too large to send by email.
18. The Landlord objects to service via DropBox. It relies on the LTB's Practice Direction on Evidence, which states that:

The LTB will not access, review or admit into evidence materials which are accessed by links to social media sites or any other external websites. If you want to rely on social media information or external website content as evidence, the information must be put before the LTB in documentary form as printouts or electronic documents.

19. In my view, the Practice Direction addresses a scenario where a party wishes to adduce evidence that a person posted something on a website such as a social media site. The Practice Direction does not appear to prohibit parties from sharing large files using DropBox. Furthermore, the Tenant does not seem to be asking the LTB to access any files through DropBox; she has uploaded the files to the portal. Rather, she is trying to use DropBox to share the files with the Landlord because they are too large to send by email.

20. The parties are both represented, and I expect the representatives to work together to facilitate sharing large files. If the Landlord does not want to use DropBox, perhaps it can propose a different website. Alternatively, the Tenant could mail a USB key. Or perhaps the Landlord could download the files from the LTB's portal. I leave it to the representatives to cooperate to resolve this issue. An LTB order should not be required.

Other disclosure issues

21. Although the parties have already disclosed their evidence, more evidence may become relevant once the Tenant files an amended application. Further, the Tenant needs to update the table of contents in her evidence brief to include a list of all her audio and video files.
22. I will set new deadlines for disclosure of updated evidence briefs.

It is ordered that:

1. The hearing is adjourned to a date to be scheduled by the LTB, peremptory on the Tenant.
2. The LTB will send the parties a Notice of Hearing for the next hearing date.
3. On or before February 6, 2026, the Tenant shall pay costs of \$300.00 to the Landlord.
4. On or before February 26, 2026, the Tenant shall give to the Landlord, and file with the LTB:
 - An amended application;
 - A consolidated pdf which includes all her documentary evidence, consecutively numbered pages, and a table of contents which lists all her evidence including documents, audio files, and video files;
 - All her audio and video evidence.
5. On or before **March** 12, 2026, the Landlord shall give to the Tenant, and file with the LTB:
 - A consolidated pdf which includes all its documentary evidence, consecutively numbered pages, and a table of contents which lists all its evidence including documents, audio files, and video files;
 - All its audio and video evidence, if any.
6. The parties and their representatives shall work together to resolve any difficulties in sharing large files with each other.
7. I am not seized.

January 26, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

January 29, 2026
Date amended

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.