



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-101719-24

In the matter of: 17 MONRO ST
ST CATHARINES ON L2N2B4

Between: Dongmin Youn Tenant

And

Abdul Raji Landlord

Dongmin Youn (the 'Tenant') applied for an order determining that Abdul Raji (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 December 10, 2025.

The Landlord, the Tenant's Legal Representative, Grace Yun, and the Tenant attended the hearing.

Determinations:

Amending the application

1. At the hearing, the Landlord raised the issue that the Tenant had requested to amend the application. The Landlord opposed the request. The Landlord submitted that the proposed amendment relates solely to the addition of compensation claims, including a rent abatement in the amount of \$9,470.98 and general compensation of \$3,200.00. No amendments were proposed to the material facts or issues already raised in the application. The application was filed on December 10, 2024.
2. The Landlord relied on *Rule 15* of the Board's *Rules of Procedure* and submitted that the request to amend was not made as soon as the need for the amendment was known. The Landlord submitted that the Tenant had raised the issue of compensation and threatened legal action on the date the application was filed and continued to do so afterward. In support of this position, the Landlord filed text messages sent by the Tenant on December 10, 2024, in which the Tenant threatened to seek reimbursement of rent, as well as an email dated December 12, 2024, in which the Tenant advised that he intended to pursue the matter before the Board and seek compensation, including rent reimbursement. The

Landlord also filed an email dated April 28, 2025, in which the Tenant again threatened legal action and advised that he would be seeking compensation.

3. The Landlord submitted that granting the amendment would be prejudicial, as the compensation being sought exceeds \$10,000.00 and would significantly prejudice him financially.
4. The Tenant's legal representative submitted that she was retained in September 2025. She stated that the Tenant may have forgotten to include a request for compensation in the original application and requested that the amendment be permitted in the interests of her client.
5. I do not find it appropriate to permit the requested amendment. Based on the evidence before me, I find that the Tenant was aware of his intention to seek compensation and communicated that intention to the Landlord on multiple occasions. I further find that the request to amend the application was made nearly ten months after the application was filed, and three months after the Tenant's legal representative was retained, which I find to be an unreasonable delay.
6. *Rule 15* of the Board's *Rules of Procedure* permits an amendment only where it is made as soon as the need for it is known and where allowing the amendment would not prejudice another party. For the reasons set out above, I find that these requirements have not been met.
7. Accordingly, the Tenant's request to amend the application is denied.
8. The tenancy ended on October 31, 2025, when the Tenant returned the keys to the Landlord. As the only remedy sought in the application is termination of the tenancy effective January 31, 2025, and the tenancy has already ended, I find that the requested relief is moot. Accordingly, the application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

January 30, 2026
Date Issued

Christina Philp
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.