



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

Citation: Upson v Toronto Community Housing Corp, 2026 ONLTB 12509

Date: 2026-02-12

File Number: LTB-T-056627-22-RV2

In the matter of: 6, 9 Kinslake Road
North York ON M2J3E1

Between: Tasha Upson Tenant

And

Toronto Community Housing Corp Landlord

Review Order

Tasha Upson (the 'Tenant') applied for an order determining that Toronto Community Housing Corp (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 resolved by order LTB-T-056627-22 issued on September 4, 2025.

On September 5, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On September 9, 2025, interim order LTB-T-056627-22-RV-IN was issued, staying the order issued on September 4, 2025.

After the review hearing, the Landlord's request for a review was granted, and the application was dismissed in review order LTB-T-056627-22-RV issued on October 2, 2025.

On October 16, 2025, the Tenant requested a review of the order alleging that she was not reasonably able to participate in the hearing held on September 24, 2025.

After the review hearing held on November 13, 2025, the Tenant's request for a review was granted and the matter was sent to be heard *de novo* in LTB-T-056627-22-RV2-IN2 issued on November 19, 2025.

This application was heard *de novo* by videoconference on February 4, 2026.

Only the Landlord's legal representative, J. Edlund, attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me.

Based on this, I proceeded to hear the review based on only the Landlord's evidence. The Tenant had not checked into the hearing by 10 a.m.

Determinations:

1. Since the Tenant did not attend the hearing to support her application, I find that the Tenant has abandoned her application, and it will be dismissed.
2. The Landlord requested \$200.00 party costs for the following reasons.
3. The Landlord came to the hearing prepared to defend the application on the basis that they had fixed everything alleged by the Tenant in her application. They said they had also gone above and beyond repair, by sending in an environmental team to ensure there was no mould or further leaking.
4. The Landlord had attended a hearing on September 24, 2025, when the Tenant had not been present. The Tenant's request for a review of the October 2, 2025, order dismissing her application had been granted, on November 19, 2025, after she had alleged that she was not reasonably able to participate in the hearing on September 24, 2025. Therefore, the Landlord had been obliged to attend hearings on both September 24 for their own review hearing, without the Tenant present, and on November 13, 2025, for the Tenant's review hearing. The Landlord was also obliged to attend yet again on February 4, 2025, for this *de novo* hearing.
5. The Landlord's legal representative said that he had sent several messages to the Tenant about disclosing her evidence, and also about her response to any of the Landlord's evidence. He also submits that the Tenant has not disclosed her evidence in compliance with previous interim orders, either in ordered format, or by the ordered dates.
6. In accordance with Rule 23.2 of the Landlord and Tenant Board's Rules of Practice and the Board's Interpretation Guideline 3, a Member may order costs where the conduct of the party was unreasonable. Conduct is unreasonable if it causes undue expense or delay.
7. The Landlord's legal representative spent several hours preparing for each of three hearings, at least two hours attending the hearings, and several hours gathering and disclosing evidence or attempting to communicate with the Tenant about the evidence. He also had to ensure that the Landlord would have witnesses to attend the hearing.
8. I find that the Tenants' conduct caused the Landlord undue expense in preparing for an application that the Tenants chose to abandon. As such, I find that the Tenants' conduct was unreasonable, and it warrants an award of costs of at least \$200.00 as requested by the Landlord.
9. I also find that an administrative Board fine is appropriate in this case for the following reasons.
10. According to subsection 204(3) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board's Rules of Procedure, Rule 23.4, and the Board's Interpretation Guideline #3 the

Board may order a party to pay the Board the costs of a proceeding. These costs shall not exceed \$100.00 per hour or \$700.00 per proceeding.

11. The Board's Interpretation Guideline #3 provides that an order for Board costs is appropriate in cases in which the "adjudicative costs to the public have been unjustifiably increased by the unreasonable conduct" of a party. Unreasonable conduct includes asking for adjournments or delays without justification, or creating unnecessary steps in a proceeding.
12. In this case, the Tenant's conduct has led to a number of unnecessary hearings scheduled by the Board. There have been two reviews of an application that the Tenant has now abandoned. She had multiple opportunities to withdraw her application, or to request an adjournment or rescheduling of her matter before the hearing held on February 4, 2026.
13. I find that the Tenant's unreasonable conduct in this application has led to at least three hours of wasted Board time, and therefore \$300.00 of Board costs.

It is ordered that:

1. All previous orders, LTB-T-056627-22 issued on September 4, 2025, and LTB-T-056627-22-RV issued on October 2, 2025, as well as all interim orders LTB-T-056627-22-RV-IN issued on September 9, 2025, LTB-T-056627-22-RV2-IN issued on October 20, 2025, and LTB-T-056227-22-RV2-IN2 issued on November 19, 2025, are cancelled and replaced by this order.
2. The Tenant's application is dismissed.
3. The Tenant shall pay the Landlord \$200.00 costs.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant shall pay costs of \$300.00 to the Landlord and Tenant Board on or before February 23, 2026.
6. If the Tenant does not pay the Board the full amount owing on or before February 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026, at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Nancy Morris
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 costs must be made to the Board 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.