



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-094052-24

In the matter of: #1, 149 Bugar Street
Welland Ontario L3B2T2

Between: Joshua Lehouillier Tenant

And

Athena Properties Landlord

Joshua Lehouillier (the 'Tenant') applied for an order determining that Athena Properties (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.
- did not give the Tenant a written tenancy agreement for their care home unit or the agreement did not include information about care services and meals and / or the charges the Tenant agreed to pay for them.

This application was heard by videoconference on January 29, 2026.

The Landlord's Agent Melissa Dupuis and the Tenant attended the hearing.

Determinations:

Reasons and Details – Dates and times

1. On June 19, 2025 this matter was before the Board as an adjudicative case conference. The matter was adjourned to a merits hearing, and the adjournment sheet noted that the Tenant was informed that the Application did not set out a clear cause of action or contain remedies, and the Tenant was informed of the rules for amending an Application.

2. The Tenant filed a request to amend on June 25, 2025, which added remedies, but did not provide any clarity with respect to the details of the allegations themselves.
3. At the hearing before me I raised that the Tenant's Application was unclear, did not set out clear issues, and did not contain any dates and times for the allegations made.
4. The Landlord's Agent testified that they were aware that the Tenant was seeking remedies, but did not appear to have an understanding of the issues raised by the Application.
5. Ball v. Metro Capital Property, [2002] O.J. No. 5931 ("Ball") dictates that applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
6. While Ball involved a notice of termination served on a Tenant, it is my view that the principles regarding the need for particulars and details apply equally to Tenant applications, and applications should provide sufficient particulars to allow the responding party to know the allegations against them, and the case to be met.
7. As the Tenant's Application does not provide dates and times for the allegations, or a clear cause of action I find that it does not contain sufficient particulars and should be dismissed. I also note that the Tenant was made aware of the potential defences in the Adjudicative Case Conference and had adequate time to amend to the Application to remedy them, as evidenced by the amendment the Tenant filed clarifying the remedies they were seeking. Therefore, the Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

February 18, 2026
Date Issued

Reid Jackson
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.

