



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-086093-24

In the matter of: 308, 3650 SANDWICH ST
WINDSOR ON N9C1B7

Between: Michael Villeneuve Tenant
Tracey Villeneuve

And

Ambassador Property Management Inc Landlord

Michael Villeneuve and Tracey Villeneuve (the 'Tenant') applied for an order determining that Ambassador Property Management Inc (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 February 9, 2026.

The Tenant M. Villeneuve and the Landlord's Legal Representative Luisa Goncalves attended the hearing.

Procedural History:

1. This matter was adjourned from an Adjudicative Case Conference on June 17, 2025.
2. The Member issued an Interim Order dated June 24, 2025, giving the Tenant specific instructions what was missing from the Tenants' application. The Member gave the Tenant a deadline of July 16, 2025, to amend their application and cautioned the Tenant if they do not amend their application the presiding Adjudicator may dismiss their application or take other actions, they deem necessary.

Preliminary Issue:

1. The Tenant was provided instructions by the Board on June 24, 2025, and acknowledged receiving them.
2. The Landlord's Legal Representative Ms. Goncalves wished the Board to consider dismissing the Tenant's application as the Tenant did not amend their application nor

provide the Landlord time and date specific details about the allegation to make full answer and defence to the application.

3. The Tenant acknowledged that he did not amend their application.
4. In this case, the Tenant did not serve their amended application on the Landlord and breached the interim order. Further, a hearing is not to take place by ambush style, making incumbent on the Tenant to disclose particulars well in advance of the hearing, not at the hearing. Accordingly, this allows the Landlord and the Board an understanding of what issues are being alleged.
5. I considered the case of *Ball v. Metro Capital Property [2002] O.J. No. 5931 (Divisional Court)* ("*Ball v. Metro Capital*"). The facts in *Ball v. Metro Capital* were distinguishable in that the details were lacking in a Notice of Termination in the landlord's application. Notwithstanding that the present case is a tenant application instead of a landlord application, the legal premise of requiring adequate particulars so that the opposing side can understand and respond to the claims being made against them has been long established.
6. The types of particulars expected in notices and applications include dates, times, and a detailed description of the alleged conduct or behaviour. This allows the responding party to know the case they have to meet and to prepare their defence.
7. The lacking information is not minor in nature. This is not a situation where a few specific dates or a person's name needs to be added to the T6 Application, the proposed amendments would be essentially an overhaul of the Application.
8. The Tenant did not follow the instructions in the interim order and did nothing to advance his application.
9. I find that the Landlord's right to know the claims being made against them and providing the Landlord the adequate opportunity to know the issues in a timely manner, outweighs the prejudice to the Tenant who had ample opportunity to perfect their T6 Application.
10. As a result, the Tenant's application shall be dismissed, as the Tenant breached the Interim Order and has done nothing to advance their application.

It is ordered that:

1. The Tenant's application is dismissed.

February 17, 2026
Date Issued

Anthony Bruno
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.