



Order under Section 30 & 31 Residential Tenancies Act, 2006

Citation: Fitzgerald v Garcia, 2026 ONLTB 13881

Date: 2026-02-17

File Number: LTB-T-067983-24

In the matter of: 108, 1459 TRAFALGAR STREET
LONDON Ontario N5W 1W8

Between: James Fitzgerald Tenant

And

Mariam Garcia Landlord

James Fitzgerald (the 'Tenant') applied for an order determining that Mariam Garcia (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- that 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 and the Landlord's Legal Representative Mark Ciobotaru attended the hearing.

Preliminary Issue:

1. The Landlord's Legal Representative Mr. Ciobotaru requested that the Board dismiss both the T2 and T6 applications on the basis that they lack specific details, including dates and times of the alleged events.
2. He indicated that although no interim order was issued following the Adjudicative Case Conference on September 4, 2025, the Member discussed the possibility of the applications being dismissed due to insufficient particulars, including the absence of dates and times.
3. Lastly, the application was filed on August 19, 2024, some 18 months and the Tenant has not amended their application since. He argued that granting an adjournment at this stage would be prejudicial to the Landlord.

4. The Tenant Mr. Fitzgerald submits that the dates and times appear within the screenshots of emails and text messages. He has made extensive efforts to obtain legal assistance and experiences a communication and learning disability.
5. Lastly, the Tenant stated that the Member at the ACC indicated the evidence/pleadings was sufficient to proceed, in her option.
6. 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.
7. 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.
8. The Board's tenant application forms have been developed with written instructions to elicit the necessary details required. For example, the T6 form states at page 3: "*Explaining your Reason: What is the problem? If there is more than one problem, list each problem. Give the date each problem started. Has the problem been repaired? If so, give the date it was repaired and explain who repaired it. Explain who or what may have caused the problem. How did you inform the landlord about the problem?*"
9. The requirement is not satisfied by embedding dates sporadically within the evidence. The pleadings themselves must identify the alleged breaches and their timing.
10. After reviewing the applications, I find that the applications do not clearly state when the alleged maintenance failures, interferences, or breaches occurred. This leaves the Landlord and the Board to infer timelines by piecing together the evidence.
11. I do not agree that a responding party should have to look to the supporting disclosure filed with the application, to try to piece together the claims that are being made against them. Often times, some of the supporting evidence is irrelevant. In this case, the Tenant lack the particulars in the application in order to get to the hearing stage. Further, a hearing is not to take place by ambush style, making incumbent on the Tenant to disclosure 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.
12. Additionally, procedural fairness applies to both parties. While the Tenant emphasized personal hardship and diligence, I must also ensure that the Landlord is not required to defend an unclear and shifting case.
13. I find that after 18 months, allowing the matter to proceed without proper particulars would undermine the purpose of the ACC and create unfair prejudice to the Landlord. LTB

proceedings require finality, the Board is not obliged to repeatedly cure deficiency where a party has had ample opportunity to do so.

14. The Tenant did raise a communication and learning disability. I accept that the Tenant faces challenges navigating the legal procedures. However, it does not remove the obligation to meet the minimum of procedural requirements.
15. The Board's provides accommodations, including plain language forms, instruction sheets, and access to duty counsel. The deficiency in this case is not formatting or grammar, but the absence of pleaded facts.
16. Lastly the Tenant stated that a prior Member indicated the evidence was sufficient. Even if such comments were made, that comment does not override the Rules of Procedure, bind the Member hearing the merits, or remove the requirement for proper pleadings.
17. The Tenant requested an adjournment to perfect the application, again relying on what believed the Member had said regarding the sufficiency of the materials/application. I considered the factors set out in Rule 21.8 of the Board's Rules of Procedure.
18. I find that the Tenant has had significant time to amend, notice of the deficiencies from the ACC and onwards, and has access to information about legal resources
19. Considering all of the above, I do not find that granting the adjournment request would result in the most expeditious or fair outcome, particularly given that an ACC had already taken place. The Landlord's right to know the claims being made against them, and to be given a timely and adequate opportunity to respond to those issues, outweighs any prejudice to the Tenant, who had ample opportunity to perfect their T2/T6 application throughout the life of this proceeding.
20. Since there are insufficient particulars provided to the Landlord to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations.
21. For all the reason given above, the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

February 17, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.