



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

Citation: Denesiuk v Agulnik, 2026 ONLTB 14942

Date: 2026-02-17

File Number: LTB-T-062381-25-RV

In the matter of: 303, 55 WARRENDER AVE
ETOBICOKE ONTARIO M9B0C7

Between: Maryna Denesiuk Tenants
Dennis Kwofie

And

Arnold Agulnik Landlords
Princess Management

Review Order

Maryna Denesiuk and Dennis Kwofie (the 'Tenants') applied for an order determining that Arnold Agulnik and Princess Management (the 'Landlords') :

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was resolved by order LTB-T-062381-25 issued on January 19, 2026.

On January 19, 2026, the Tenant requested a review of the order.

On January 21, 2026 interim order LTB-T-062381-25-RV-IN was issued, directing the review request to a hearing.

This request to review was heard by videoconference on February 11, 2026.

Only the Landlord's legal representative, Sabrina Marchionne ('SM'), the Landlord's witnesses, Mary Ann Bueno and Tina Dela Cruz, and the Tenants' interpreter, Leelia Pekarsky, attended the hearing. I was satisfied that the Tenants had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 1:31 p.m.

Determinations:

Request to Review

1. Since the Tenants did not appear at the hearing to support their review, I find that this review has been abandoned.

Costs

2. SM requested that \$400.00 in costs be awarded against the Tenants due to their failure to attend the review hearing.
3. The LTB may award costs for legal fees incurred by a party where the other party's conduct in the proceeding is unreasonable. Unreasonable conduct includes, among other things, taking unnecessary steps in a proceeding, failing to take necessary steps in a proceeding, bringing a vexatious application or motion, or initiating any procedure in bad faith: see *LTB Interpretation Guideline #3: Costs*.
4. The interim order in this case specifically warned the Tenants, in bold font, that "... failure to attend the review hearing may be viewed as an abuse of process and may result in costs being ordered against the Tenant[s]".
5. Both Tenants were properly served with the notice of hearing for the review hearing, and the Landlord served its disclosure on the Tenants on February 3, 2026. I find that they were aware of the hearing. The Tenants did not file any request to adjourn, to reschedule, or any other document with the LTB indicating any legitimate reason why they were not in attendance. I find that they also did not inform the Landlords that they would not attend, or of their reason for non-attendance, because SM did not know why the Tenants were not present. The Tenants knew about the hearing, and chose not to attend without informing the LTB or the Landlords of this intention, despite the clear warning set out in the interim review order.
6. I find that the conduct described in paragraph 5 amounts to an abuse of the LTB's process and unreasonable conduct. They took the unnecessary step of requesting a review without the intention of proceeding with it, and/or failed to take the necessary step of informing the Landlord and the LTB if they no longer intended to proceed with the review, and/or failed to take the necessary step of requesting an adjournment or rescheduling if they could not attend. This is vexatious conduct in the proceeding. The Landlords are entitled to costs.
7. The LTB may order a party to pay the representation/preparation fees incurred by another party, but the fees shall not exceed \$100.00 per hour for services of a paid representative to a maximum of \$700.00: rule 23.2, *LTB Rules of Procedure*. SM said she spent "an hour or two" preparing for the hearing, and was present in the hearing room for approximately one hour before the matter concluded. Since costs can only be ordered for legal fees incurred, I find that the Landlords are entitled to \$200.00 in costs for two hours of preparation and representation fees incurred by the Landlords.

It is ordered that:

1. The request to review order LTB-T-062381-25 issued on January 19, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on is cancelled.
3. The Tenants shall pay to the Landlords \$200.00 for costs on or before February 28, 2026.
4. If the full amount set out in paragraph 3 of this order is not paid by February 28, 2026, then the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 17, 2026
Date Issued

Mark Melchers
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.