



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

Citation: Michael v Jimenez Kaiser, 2026 ONLTB 20054

Date: 2026-03-05

File Number: LTB-T-097802-23-RV

In the matter of: 1406-Unit 2, 511 THE WEST MALL
ETOBICOKE ON M9C1G5

Between: Jay Michael Tenant

And

Maria Norma Jimenez Kaiser Landlord
Ricardo Camarena Castellanos

And

York Condominium Corporation 68 Bransfield Superintendent

Review Order

Jay Michael (the 'Tenant') applied for an order determining that Maria Norma Jimenez Kaiser and Ricardo Camarena Castellanos (the 'Landlord') and York Condominium Corporation 68 Bransfield (the 'Superintendent'):

- entered the rental unit illegally.
- 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 (T2 Application).
- failed to meet their maintenance obligations under the Residential Tenancies Act, 2006 (the 'RTA') or failed to comply with health, safety, housing or maintenance standards (T6 Application).

This application was resolved by order LTB-T-097802-23 issued on January 30, 2026.

On February 26, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that the Tenant was not reasonably able to participate in the proceeding.
2. The Tenant did not attend the hearing that was scheduled for January 26, 2026. As such the Tenant's application was determined to be abandoned. The order also notes that had the application not been abandoned it also would have been dismissed because the Tenant did not comply with an interim order. The order also notes that had the application not been dismissed the Board would have found that in light of the Tenant's bankruptcy that the Tenant did not have capacity to pursue the applications or the Board would have directed that any of the compensation awarded go to the trustee administering the Tenant's bankruptcy.
3. The Tenant states that they did not receive the notice of hearing for the January 26, 2026 hearing. However, the Tenant also states the following:

“January 23, 2026, the Board received written request to reschedule to a later date. bias, prejudice and failure to receive a NOH. Citing the right to litigate bad faith. This was either before, and or promptly followed by a formal request to accommodate form. Requesting the Application be filed on behalf of the Plaintiff with the Board. To be applied to the Tenant's email.”

4. That the Tenant says they filed a request to reschedule does not support their submission that they did not know about the hearing. The Tenant cannot both have not known about the hearing and have requested to reschedule it. The Tenant's submissions are contradictory on their face and do not support a preliminary determination that the Tenant was not reasonably able to participate in the proceeding.
5. The Tenant also states the following in the review request:

“LEAVE where I have effectively January 23, 2026, in respect of a claim of the first day on which the claim has been discovered. “Claim” for all material purposes includes request to amend, request to review, appeals and tort action under law.”

The submissions in this paragraph are not entirely clear. The Tenant might be saying that they first learned of the proceeding on January 23, 2026. If this is what the Tenant is saying that also does not support that the Tenant was not reasonably able to participate in the proceeding as that date is before the hearing occurred. If the Tenant is saying something else, then they have not provided submissions with the clarity required to justify a review.

6. The Tenant appears to say at paragraph 9 of the request that they received the interim order issued on January 16, 2026, on January 23, 2026. It's not clear why the Tenant would have received the interim order sent to them in the exact same manner as the notice of hearing and not the notice of hearing. Additionally, the January 16, 2026,

interim order references the upcoming hearing on January 26, 2026. As such if the Tenant received the interim order they would have known there was an upcoming hearing.

7. The review request read as a whole and in light of the contradictory statements within support that the Tenant is receiving the orders and notices sent to them by the Board.
8. The Board's records reflect that the notice of hearing was emailed to the Tenant. I note that the notice was sent to the same email address that the Tenant used to file the review request. It is therefore an active email account. The email address used is also the address the Tenant gave the Board in their application for the Board to communicate with the Tenant.
9. The Tenant's email signature in the email that they filed the review request says the following: "...The recipient of this address no longer regularly monitors. Responses may be provided to on-going matters. This email will not acknowledge or respond to new correspondence...". This email signature seems to suggest that the Tenant is not regularly monitoring their email.
10. The Tenant also states that they did not receive the hearing details to appear. What the Tenant might be trying to say is that they received the interim order which told them they had an upcoming hearing, but they did not receive the notice of hearing with the call in information. Even if I accept that this is the scenario which occurred, which I do not for the reasons above, the Tenant has provided insufficient information to support that negligence is not the reason in this scenario that they failed to attend the hearing.
11. If the Tenant received the interim order that mentioned the hearing, but not the notice of hearing itself, the Tenant could and should have taken steps to contact the Landlord or Board to get the required call in information. The Tenant has provided insufficient information to support that they did so. A party to a Board application is required to exercise reasonable diligence to attend a scheduled Board hearing: *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541.
12. The records on the Tribunal's Ontario Portal ('TOP') do not contain a request to reschedule the January 26, 2026, hearing, and the Tenant has not attached a copy to the review request of the request to reschedule they claim to have filed. The Tenant also says they sent emails to the Board on January 23, 2026, and January 26, 2026, but has not attached a copy of those emails.
13. For those reasons I am not satisfied that the Tenant was not reasonably able to participate in the proceeding. The Board made no serious errors in dismissing the application as abandoned.
14. The Tenant raises other issues in the review request that do not directly relate to why the application was dismissed, that is because it was abandoned. As the other issues in the review request would not change the outcome of the proceedings, they do not support that a review is required.

It is ordered that:

1. The request to review order LTB-T-097802-23 issued on January 30, 2026 is denied.
The order is confirmed and remains unchanged.

March 5, 2026
Date Issued

Amanda Kovats
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.