



Order under Section 69 Residential Tenancies Act, 2006

Citation: Martinez v Mohan, 2026 ONLTB 22641

Date: 2026-03-17

File Number: LTB-L-008483-24

In the matter of: 497 MARKHAM ST
TORONTO ON M6G2L1

Between: Luis Martinez Landlord

And

Riona Deirdre Mohan Tenant

Luis Martinez (the 'Landlord') applied for an order to terminate the tenancy and evict Riona Deirdre Mohan (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on March 11, 2026.

The Landlord, the Tenant and the Tenant's legal representative Brenda Rizzo attended the hearing.

Determinations:

1. The Landlord served the Tenant with an N12 Notice of Termination on December 31, 2023. The N12 notice contained a termination date of March 31, 2024.
2. At the hearing, the Landlord confirmed that the Tenant vacated the rental unit on October 31, 2024.
3. As the Tenant has vacated the rental unit, the Landlord's application is moot and therefore dismissed.

The Tenant's Request for Costs

4. The Tenant's representative seeks costs against the Landlord in the amount of \$700.00.

5. The Tenant's representative said that the Landlord has been made aware, both herself and an LTB Member, that the Landlord's application is moot and therefore should be withdrawn.
6. Previously, the Landlord had been represented by a non-licensed person. The Tenant's representative advised the Landlord and/or his representative by email on multiple occasions that proceeding with the application will be a waste of resources and time. She said she cited various provision of the *Residential Tenancies Act, 2006* (the 'Act') with respect to the Landlord's application.
7. Additionally, the parties appeared before the Board on another matter. The Tenant's representative said the Landlord's L2/N12 application as addressed by the Member in relation to the Tenant vacating the rental unit. The Landlord was put on notice that the L2 should be withdrawn.
8. The Tenant requested to reschedule this hearing as a result of a work commitment and her request was denied by the Board. I note, the Board record contains the request and denial dated February 26, 2026. However, the Tenant made arrangement with her employer to attend the hearing.
9. The Tenant's representative said this hearing was unnecessary and the Tenant incurred costs as a result.
10. The Landlord did not dispute receiving various emails from the Tenant's representative about the withdrawal of his application. However, he believed she was biased and not providing information in good faith. He said another LTB Member did not indicate the application should be withdrawn.
11. The Landlord believed that he should be compensated for the cost to file the application.
12. On that issue, I explained to the Landlord that this type of application is a no-fault application. Even had he been successful with his application, it is LTB standard not to award the filing fee. As such, his request is denied.
13. With respect to the Landlord behaviour related to the withdrawal of his L2 application. I find it unlikely that another LTB Member, knowing the Tenant had vacated, would not suggest he withdraw the application. I believe that the Landlord was put on notice by the LTB and took no reasonable steps to clarify any confusion he may have had.
14. The Tenant's representative made several attempts to explain the LTB process to the Landlord and/or his representative. Again, the Landlord took no reasonable steps to seek reliable guidance. Rather, the Landlord opted to proceed with his application in the hope of having his \$186.00 filing fee returned.
15. As explained at the hearing, pursuant to Guideline 3, the Board does not normally award costs (other than the applicant's filing fee in certain circumstances) unless the conduct of a party is unreasonable causing undue expense or delay. Although the Guideline is not binding on the Board, I see no reason not to follow it in this instance.
16. The Tenant took time away from work as a result of the Landlord's behaviour. However no related costs were provided to the Board. The Tenant's representative said the Tenant was

required to pay for her services for the duration of the morning block and her fee exceeds \$700.00.

17. Based on the submissions of the parties, I find the conduct of the Landlord to be unreasonable. He was put on notice by both the LTB and the Tenant's representative of the status of his application and the application should be withdrawn. He refused to do so.
18. The maximum amount of costs the Board can award per proceeding or application pursuant to the commentary to Rule 23.2 of the Board's Rules of Practice is \$700.00.
19. As per Guideline 3, generally fees relate to time spent at the hearing by a party's legal representative are considered. However, in some cases, further costs for preparation time may be allowed if the unreasonable conduct led to the need for the party's legal representative to spend additional time preparing for the hearing.
20. I am satisfied that the Landlord was aware of the challenges with his application and did not withdraw his application. In my view the Landlord proceeded with his application where he knew or ought to have known that it would be dismissed. The Landlord wasted the Board and Tenant's time. The Tenant incurred undue expense in defending the Landlord's application.
21. On the day of the hearing, the matter was called at around 9:19 am and concluded around 9:48 am. Part of the reason for the unnecessary length of this hearing was the Landlord's continued belief that he should be compensated for the filing fee. The LTB process is to consider this time as 1 hour. It is also clear that the Tenant's representative sent multiple emails in an effort to educate the Landlord and this is to be considered as preparation time. I will also award one hour for prep time. The total amount the Landlord is required to pay to the Tenant is \$200.00.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.
2. The Landlord shall pay to the Tenant \$200.00 on or before March 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing on or before March 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Dana Wren
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.