



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

File Number: LTB-L-102532-25-RV

In the matter of: 2A, 508 PALMERSTON BLVD
TORONTO ON M6G2P3

Between: Maria Ferreira Landlord

And

Emanuel Cortes Orozco Tenant

Review Order

Maria Ferreira (the 'Landlord') applied for an order to terminate the tenancy and evict Emanuel Cortes Orozco (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was resolved by order LTB-L-102532-25 issued on February 2, 2026. The Tenant was not present or represented at the original hearing, which took place on January 22, 2026.

On February 12, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 13, 2026 interim order LTB-L-102532-25-RV-IN was issued, staying the order issued on February 2, 2026.

This request to review was heard by videoconference on March 18, 2026.

Only the Landlord's legal representative, David Ciobotaru ('DC'), attended the hearing. I was satisfied that the Tenant 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 9:23 a.m. The Tenant was still not present when the hearing concluded at 9:32 a.m., and the Tenant did not log into the videoconference room at any time during the hearing block.

Determinations:

Request to Review Abandoned

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

Costs

2. In the request to review, the Tenant alleged that he was not reasonably able to participate in the January 24, 2026 hearing because he misunderstood the hearing time, and that this misunderstanding was caused by “housing-related stress”.
3. Interim review order LTB-L-102532-25-RV-IN was issued on February 13, 2026 in response to the Tenant’s request to review. This interim order stayed the order issued on February 2, 2026, and directed the LTB to schedule a hearing for the Tenant’s request to review. The interim order also specifically states at paragraph 4:

“A failure to attend the review hearing may be viewed as an abuse of process and may result in costs being ordered against the Tenant.”

4. The LTB’s records show that the Tenant consented to receive documents from the LTB by email on December 18, 2025.
5. Interim order LTB-L-102532-25-RV-IN was emailed to the Tenant, at the email address he provided, on February 13, 2026. I therefore find that the LTB properly served the interim order on the Tenant. He was aware or ought to have been aware of the interim order, and specifically the fact that failure to attend the review hearing may be considered an abuse of process, and costs could be ordered.
6. The LTB also served the Tenant with the notice of review hearing for this hearing date by email, at the email address the Tenant provided, on February 17, 2026. I therefore find that the Tenant was properly served with the notice of hearing, and knew or ought to have known of the hearing date, time, and connection details.
7. DC requested that costs be ordered against the Tenant.
8. In most cases before the LTB, the only costs ordered are filing fees incurred to file an application by a successful party.
9. The LTB should not order costs in a way which would discourage a party from exercising their statutory rights. This includes the right to request a review of an order: *LTB Interpretation Guideline 3: Costs*; s. 209, *Residential Tenancies Act, 2006*, SO 2006, c.17; s. 21.1, *Statutory Powers Procedure Act*, RSO 1990, c S.22; rule 26, *LTB Rules of Procedure*.
10. Costs for preparation and representation fees are only ordered where a party’s conduct in a proceeding was unreasonable: *LTB Interpretation Guideline 3: Costs*.

11. In this case, I find the Tenant's conduct was unreasonable. He claimed he was not reasonably able to participate in the original hearing because he misunderstood the hearing time. He was granted a review hearing, properly served with the interim order and the notice of review hearing, but without explanation, he failed to attend the review hearing.
12. There was no request to reschedule or adjourn the review hearing made, and there was no request to withdraw the review request. The Tenant did not inform the LTB or the Landlord that he intended to abandon the request to review or that he would not be in attendance at the review hearing.
13. A person might file a request to review and later decide they do not want to proceed with it. This is not unreasonable, but it is unreasonable to simply not attend the review hearing without informing the LTB and/or the other party that the requestor does not intend to proceed with the review request or attend the review hearing.
14. Because the Tenant filed a request to review and then failed to attend the review hearing without explanation, the Landlord incurred unnecessary legal fees.
15. The Tenant was put on notice that a failure to attend the review hearing may result in costs ordered against him. In this case I find it is reasonable to order that the Tenant pay costs to the Landlord for reasonable preparation and representation fees incurred by the Landlord because of the Tenant's unreasonable conduct.
16. Where the LTB orders costs for representation and preparation fees, the fees shall not exceed \$100.00 per hour for the services of a paid representative, to a maximum of \$700.00: rule 23.2, *LTB Rules of Procedure*.
17. DC was in attendance at the review hearing for approximately 30 minutes from the beginning of the hearing block until this matter was heard. I find that it is reasonable to order that the Tenant pay costs for this 30-minute period and an equal amount of preparation time, totaling 1 hour at a rate of \$100.00.

It is ordered that:

1. The request to review order LTB-L-102532-25 issued on February 2, 2026 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on February 13, 2026 is cancelled. The stay of order LTB-L-102532-25 is lifted immediately.
3. The Tenant shall pay the Landlord \$100.00 for costs by April 10, 2026.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.

March 30, 2026
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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