



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-102933-24

In the matter of: B, 60 Lynnwood Avenue
Simcoe ON N3Y2V6

Between: Jennifer Lynn DeForest Tenant

And

Tony Paul Landlord
Judith Paul

Jennifer Lynn DeForest (the 'Tenant') applied for an order determining that Tony Paul and Judith Paul (the 'Landlord') interfered with the Tenant's rights (T2 Application).

This application was heard by videoconference on April 2, 2026.

The Landlords, Landlords' legal representative Kurt Shmuir, and the Tenant attended the hearing.

Preliminary Issue:

1. The Landlord raised preliminary issues surrounding the Tenant's application. Specifically, the Landlord submits that the Tenant failed to comply with LTB-T-102933-24-IN, issued on June 10, 2025, which required the Tenant to consolidate her evidence into a concise format and to serve all relevant documents on the Landlord on or before July 31, 2025.
2. In addition, the Landlord submits that the Tenant's application lacks sufficient particulars, as it does not include dates, times, or detailed descriptions of the allegations. On this basis, the Landlord requested that the application be dismissed.
3. The Tenant acknowledges that she did not serve the Landlord with her evidence and did not compile her materials in accordance with the Order. The Tenant submits that she was unable to amend her application, serve her evidence, or organize the documents in an orderly manner due to a lack of legal knowledge. When asked whether she sought assistance from legal clinics prior to the July 31, 2025 deadline or thereafter, the Tenant confirmed that she contacted several legal representatives but was unable to retain counsel due to the "high legal fees". The Tenant was unable to provide specific dates on which she contacted these representatives.

Analysis

4. The parties attended an adjudicative case conference on June 5, 2025. As no resolution was achieved, the application was scheduled to proceed to a merits hearing. It is clear from the adjournment sheet that the Tenant was advised of deficiencies relating to the lack of particulars in her application. This was further confirmed by the interim order issued on June 10, 2025, which expressly provided the Tenant with a deadline by which to amend her application.
5. On a plain reading of the application, no dates or times are provided in support of the allegations. Moreover, the assertions are bald and unparticularized, and they do not clearly connect to the remedies sought. I agree with the Landlord that, as drafted, the application does not provide sufficient information to enable the Landlord to know the case it must meet or to present a fulsome defence.
6. In *Fitzgerald v. Garcia*, 2026 ONLTB 13881 (CanLII), Member Bruno encountered a similar issue surrounding a lack of particulars on a Tenant application. In his decision he found:

“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.”
7. Procedural fairness applies equally to both the Landlord and the Tenant. While the Tenant emphasized her personal hardship, I am not satisfied that she exercised reasonable diligence in advancing her application. The Tenant was aware that amendments were required and that her evidence must be properly compiled, yet she failed to take the necessary steps to comply with the Board’s interim order. The Board has a duty to ensure that the Landlord is not compelled to defend against an unclear, incomplete, or shifting case.

8. A clear and reasonable timeline was set out in the interim order dated June 10, 2025. The Tenant provided no persuasive explanation for failing to comply with that timeline. Based on the Tenant's submissions at the hearing, it did not appear that any further efforts would be made to adhere to the requirements of the interim order. Allowing the matter to proceed in the absence of adequate particulars and without proper service of evidence would undermine the purpose of the Adjudicative Case Conference and result in unfair prejudice to the Landlord.
9. Proceedings before the Board require finality, and the Board is not obliged to repeatedly remedy deficiencies where a party has been given ample opportunity to do so. I accept that the Tenant faced challenges in navigating the legal process and experienced personal circumstances that made compliance more difficult. However, those challenges do not absolve the Tenant of the obligation to meet the minimum procedural requirements imposed by the Board.
10. I considered whether an adjournment was appropriate, having regard to the factors set out in Rule 21.8 of the Board's Rules of Procedure. I find that the Tenant was provided with significant time and clear direction to amend her application and address the deficiencies identified in the interim order. In the circumstances, granting an adjournment would not be consistent with the Board's mandate to ensure a fair and expeditious resolution of disputes. The Landlord's right to know the case it must meet, and to be afforded a timely and meaningful opportunity to respond, outweighs any prejudice to the Tenant, who had ample opportunity to advance her case.
11. As the T2 application lacks sufficient particulars, the claims cannot be properly adjudicated and the Board is unable to make any findings or determinations. For the reasons set out above, the Tenant's application is dismissed.

It is ordered that:

1. The T2 Application is dismissed.

April 7, 2026
Date Issued

Brett Lockwood
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.