



Order under Section Residential Tenancies Act, 2006

File Number: LTB-L-022883-25

In the matter of: 216 BURGAR ST
WELLAND ON L3B2T4

Between: SAMANTHA SROUJI Landlord
VANESSA SROUJI

And

RUBY ANNE MCGREGOR
DAVID FITZSIMMONS Tenant

SAMANTHA SROUJI and VANESSA SROUJI (the 'Landlord') applied for an order requiring RUBY ANNE MCGREGOR and DAVID FITZSIMMONS (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

SAMANTHA SROUJI and VANESSA SROUJI (the 'Landlord') applied for an order requiring RUBY ANNE MCGREGOR and DAVID FITZSIMMONS (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

SAMANTHA SROUJI and VANESSA SROUJI (the 'Landlord') applied for an order requiring RUBY ANNE MCGREGOR and DAVID FITZSIMMONS (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on February 23, 2026.

Only the Landlord's father, Jabber Srouji, attended the hearing. He had permission to speak on behalf of the Landlord and was noted as a representative on the L10 application.

As of 11:37 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. At the beginning of the hearing, I raised the issue about whether the Landlord had served the L10 application and notice of hearing at least 30 days before the hearing in accordance with section of the *Residential Tenancies Act, 2006* (the 'Act') and Rule 5.8 of the LTB's Rules of Procedure.
2. The Landlord previously attended before the Board on November 24, 2025, and the matter was adjourned by Member Dana Wren due to "improper service". Outlined in the adjournment sheet, it was noted that the Landlord was aware of the requirement to serve the notice of hearing, application and evidence.
3. The Board sent the notice of hearing to the Landlords and their representative on November 26, 2025, and the Landlord did not serve the notice of hearing on the Tenants until January 26, 2026, which is less than 30 days before the hearing date.
4. The Landlord or Landlord's father did submit a request to extend a deadline on January 27, 2026, but it was denied because it was unclear what deadline the Landlord was seeking to extend. The request was deferred to the hearing, and it came before me. The Landlord was effectively seeking to shorten the deadline for service of the notice of hearing.
5. The Landlord's father's response to the late service of the application and notice of hearing was that he was going through health issues himself, and he has been in Sault Ste. Marie visiting an ill relative, and he forgot to serve it, and when he remembered, he served it right away. The Landlord's father did not provide any dates or specifics in relation to a timeline of events.
6. There was no reason or explanation provided as to why the Landlord was not able to serve the documents in accordance with the rules.
7. While I can appreciate that the Landlord's father may have served the previous notice of hearing on time and the certificate of service may have been overlooked, I cannot find that there is any basis to approve the late service. I find the adjournment sheet was clear that the Landlord knew about the service requirements at the previous hearing, and the Landlord ought to have known that he was required to serve the Tenant the new notice of hearing 30 days before the next scheduled hearing date, which the Landlord failed to do.
8. Rule 16.2 outlines absent exceptional circumstances that I need to consider where an extension of time is prohibited by the RTA, and I am not satisfied this request meets the requirements.
9. Therefore, I am not satisfied that the Landlord complied with the service requirements, and the application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 14, 2026
Date Issued

Samantha Greaves
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.