



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-053582-24

In the matter of: 1606, 100 High Park Avenue
Toronto ON P6P2S2

Between: Mirelle Alfa Tenant

And

Toronto Community Housing Corp Landlord

Mirelle Alfa (the 'Tenant') applied for an order determining that Toronto Community Housing Corp (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. **This is the T6 application.**

The Tenant also applied for an order determining that the Landlord and/or their agents:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- **This is the T2 application.**

This application was heard by videoconference on January 15, 2026.

The Tenant and the Landlord's legal representative, Jessica Fletcher, attended the hearing. The Landlord also had their witnesses, Dorette Johnson and Mavis Asiffo, available for the hearing.

Determinations:

1. For the reasons that follow, I find that it would be procedurally unfair to permit a hearing on the merits of the application on the basis that the Tenant's claims lack sufficient particulars. I do not find the Landlord or the LTB can discern what the Tenant's claims are and I find that it is not for the LTB or the Landlord to correct deficiencies in the Tenant's application, nor for the LTB or the Landlord to interpret, infer or imagine what the Tenant's allegations might be by having to sort through the Tenant's documentary evidence to discern the required dates and times relating to their cause of action.

2. At the onset of the hearing the Landlord raised the issue of sufficiency of particulars in the Tenant's application alleging that the applications should be dismissed for failing to disclose dates and time s of the Landlords alleged breaches and conduct.
3. This matter was considered at an Adjudicative Case Conference (ACC) on May 8, 2025 and the issue with respect to the allegations and particulars was addressed at the ACC.
4. This is evidenced by the interim order that was issued on June 11, 2025 and amended on June 16, 2025 requiring the Tenant to amend their application on or by **July 8, 2025** and in accordance with Rule 15 of the LTB's Rules of Procedure. Notably the interim order states:
 - a. The Tenant must clarify the remedies she is seeking as well as the timeline of the issues she has raised in her applications by this date.
5. Additionally, the interim order requires that the Disclosure evidence be organized in accordance with the Board's Practice Direction on Evidence:
 - a. All documents, photographs and other items provided to the other parties and the LTB as evidence must:
 - i. be readable;
 - ii. have consecutively numbered pages; and
 - iii. include a list or table of contents identifying each item in order, and by page number, if more than one item is being submitted.
6. The Tenant's disclosure was due on July 20, 2025 and the Landlord's reply disclosure by July 30, 2025. Failure to provide disclosure in accordance with the interim order may result in refusal of the evidence at the hearing pursuant to Rule 19.7.
7. The Tenant did not amend their application by July 8, 2025. The Tenant did not organize their evidence in accordance with the LTB's Practice Direction by July 20, 2025.
8. Instead, the Tenant submitted a proposed amendment to their application on September 4, 2025 (DOC-6344350). This document is 28 pages long. There is no clarity on the proposed amendment request on what is being amended and there are no further particulars than they were in the original filing of the applications on June 28, 2024. The limited dates of allegations in the Tenant's application and the amended application are outside of the one-year limitation period under subsection 29(2) of the Act as they reference dates mostly in 2022.
9. The matter was scheduled before the LTB on September 16, 2025 and the matter was adjourned on consent at the Tenant's request due to the passing of a close family member of the Tenant's. According to the adjournment sheet on this date, there was consent between the Landlord and the Tenant for the Tenant to be given an additional opportunity to amend their application by September 26, 2025.
10. Despite the additional time, the Tenant did not submit a proposed amendment until September 27, 2025 and the proposed amendment is identical to the 28 page proposal that was already submitted on September 4, 2025. The Tenant confirmed it is the same.

11. Additionally, instead of organizing their evidence in accordance with the LTB's Practice Direction, they proceeded to email seven documents to the LTB that only contain a series of dateless pictures approximately 195 pages in total and they only did so on January 9th and 10th of 2026. This is more than five months after the date required for the Tenant to disclose their evidence in an organized manner.
12. 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.
13. The LTB'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: *"Explain 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?"*
14. The requirement for sufficient particulars is not satisfied by embedding dates sporadically within the evidence. The pleadings themselves must identify the alleged breaches and their timing.
15. After reviewing the applications, I find that the applications do not clearly state when the alleged maintenance failures, interferences, or breaches occurred. This leaves the Landlord and the LTB to infer timelines by piecing together the evidence.
16. I do not agree that a responding party should have to look to the supporting disclosure filed with the application, to try to piece together the claims that are being made against them. Often times, some of the supporting evidence is irrelevant. In this case, the Tenant lack the particulars in the application in order to get to the hearing stage. Further, a hearing is not to take place by ambush style, making incumbent on the Tenant to disclosure particulars well in advance of the hearing not at the hearing. Accordingly, this allows the Landlord and the Board an understanding of what issues are being alleged.
17. Additionally, procedural fairness applies to both parties. While the Tenant emphasized personal hardship and diligence, I must also ensure that the Landlord is not required to defend an unclear and shifting case.
18. Even at this hearing, the Tenant stated several times that they did seek out legal advice and expected to get help putting together their pleadings, but they were unable to have a legal representative organize their materials for them. They also admitted that they were also confused as to how to organize their evidence or to put forward their claim in an organized manner.
19. The Tenant did raise a communication and learning disability. I accept that the Tenant faces challenges navigating the legal procedures. However, it does not remove the obligation to meet the minimum of procedural requirements.
20. The LTB provides accommodations, including plain language forms, instruction sheets, and access to duty counsel. The deficiency in this case is not formatting or grammar, but the absence of pleaded facts.

21. The Tenant requested an adjournment to perfect the application and to pick dates out of her evidence to place into the application to provide sufficient pleadings. The Landlord was opposed to the adjournment as they had already consented to give the Tenant additional time beyond the original interim order and beyond the September 16, 2025 hearing date to do so and they have failed to.
22. The Tenant has had since the original filing the application on June 28, 2024 up to September 26, 2025 to provide a proper amended application with sufficient particulars and they have failed to do so.
23. Considering all of the above, I do not find that granting the adjournment request would result in the most expeditious or fair outcome, particularly given that an ACC had already taken place, and the matter was also previously adjourned. The Landlord's right to know the claims being made against them, and to be given a timely and adequate opportunity to respond to those issues, outweighs any prejudice to the Tenant, who had ample opportunity to perfect their T2/T6 application throughout the life of this proceeding.
24. Since there are insufficient particulars provided to the Landlord to respond to the allegations, the claims cannot be adjudicated, and the Board cannot make any determinations and therefore the applications must be dismissed.

It is ordered that:

1. The Tenant's applications are dismissed.

April 13, 2026
Date Issued

Terri van Huisstede
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.