



## **Order under Section 135 Residential Tenancies Act, 2006**

**Citation:** Charinos v Aiyadurai, 2026 ONLTB 30937

**Date:** 2026-04-17

**File Number:** LTB-T-090650-25

**In the matter of:** 204, 200 GLENROY GILBERT DR  
NEPEAN ON K2J5W2

**Between:** Dimitrios “Jim” Charinos Tenant

**And**

Nantha Aiyadurai Landlord

Dimitrios “Jim” Charinos (the 'Tenant') applied for an order determining that Nantha Aiyadurai (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

The Tenant, the Landlord, and the Landlord’s Representative, Gerald (Gerry) Matlashewski, attended the hearing.

### **Determinations:**

1. During the hearing, the question arose as to whether the named Landlord was actually the Landlord.
2. The Tenant then requested to withdraw the application despite being made aware that he may be out of time to file his claim under section 29(2) of the *Residential Tenancies Act*, 2006 (the 'Act') and the Landlord’s Representative consent to amend the application.
3. I consented to the Tenant’s request to withdraw the application.
4. The Landlord’s Representative then made a request for costs against the Tenant for the wasted appearance. The Landlord’s Representative provided that the Tenant should have dealt with the issue regarding who the Landlord was well in advance of the hearing.
5. The Tenant submitted that the Landlord held himself out as the Landlord which is what led to the confusion and therefore the Tenant should not be liable for any costs.
6. The LTB’s Interpretation Guideline 3 regarding costs provides:

While the Board may order a party to pay the costs of another party, costs to a successful party for the preparation/representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct...

7. Examples of unreasonable conduct listed in Interpretation Guideline 3 do include initiating an application or any procedure in bad faith or bringing a frivolous or vexatious application or motion. Although the Interpretation Guidelines are not binding upon me, I find them to be persuasive and I have applied it to my analysis, as explained below.
8. In this case, I cannot find that the Tenant initiated the application in bad faith or was frivolous in pursuing his claim. While the Tenant may have made an error in naming the correct party, the Tenant could have either amended his application or refiled with the correctly named parties to have the Board make determinations as to the validity of his claims. The Tenant could have taken a little more care or exercised a little more due diligence when initially filing but that is not what costs is meant to deter. The Tenant's failure to name the correct Landlord is not inherently in bad faith, frivolous, or vexatious.
9. As such, I do not find there are circumstances that justify awarding costs and therefore decline to award costs in this matter.

**It is ordered that:**

1. The Tenant's application is dismissed as withdrawn.

**April 17, 2026**  
**Date Issued**

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Nicole Pedron  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

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