



Order under Section 135 Residential Tenancies Act, 2006

Citation: Saballa-Navarrete v Dy, 2026 ONLTB 33874

Date: 2026-05-01

File Number: LTB-T-067419-25

In the matter of: 504, 160 ALTON TOWERS CIR
SCARBOROUGH ON M1V4X8

Between: Marion Amor Saballa-Navarrete

Tenant

And

Rachelle Dy
Steve Dy

Landlords

Marion Amor Saballa-Navarrete (the 'Tenant') applied for an order determining that Rachelle Dy (the 'Landlord') collected or retained money illegally.

The Landlord, R. Dy, said that she is a co-Landlord with Steve Dy. He was accordingly added as a named Landlord.

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

Only the Landlords and the Landlords' legal representative, K. Boutilier, attended the hearing.

As of 9:39 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 Landlords' evidence.

Determinations:

1. Since the Tenant did not attend the hearing to support her application, I find that the application is abandoned.
2. The Landlords request \$300.00 costs as well as Board costs.
3. The Landlords said that there were three applications, this T1, another T1, as well as a T2 application. The Tenant failed to attend hearings for the other T1 and the T2, and they were both dismissed as abandoned. Although the Tenant attended the first hearing for this T1, which was then adjourned, she did not attend any other hearing. The Landlords' legal representative was present at all the hearings, and the Landlords were responsible for their legal representative's preparation and appearance fees.

4. I find that the Landlord is entitled to their \$300.00 costs for the following reasons.
5. Rules 23.2 and 23.3 of the Board's Rules of Procedure provide that a member may exercise discretion to order a party to pay another party's representation/preparation fees and out of pocket expenses if a party engages in unreasonable conduct that causes undue delay or expense.
6. The Board's Interpretation Guideline #3 provides that a Member has the discretion to require a party to pay costs of representation or preparation expenses of another party where the conduct of the party was unreasonable. Conduct is unreasonable if it causes undue expense or delay, and it includes, bringing a frivolous or vexatious application or motion, and initiating an application or any procedure in bad faith. I find that the Tenant has acted unreasonably by causing undue expense or delay to the Landlord, as well as the Board, and the evidence shows, on a balance of probabilities, that the Tenant brought a frivolous or vexatious application or motion.
7. The Tenant filed two T1 applications, one naming Steve Dy (SD) as Landlord, and this one naming Rachel Dy as Landlord. The first one was filed with a blank application, and the Tenant did not amend it, nor did she withdraw it. It was heard on February 23, 2026, and dismissed as abandoned when the Tenant did not show up. On February 23, 2026, the first hearing for this T1 application had already been held, and the Tenant had not withdrawn this application by February 23, or by April 23, when this application was heard again. The Tenant had already received the dismissed T1 order well before April 23, 2026, and she had ample opportunity to withdraw this application and not waste the Landlords' or the Board's time. The Landlords were obliged to hire a legal representative to prepare and attend all the hearings. Consequently, I find the Tenant's conduct, failing to withdraw or communicate her intention to abandon her application, is unreasonable, and it caused undue expense and delay to the Landlords.
8. I find that the Tenant should be ordered to pay Board costs for the following reasons.
9. Rules 23.4 and 23.5 of the Board's Rules of Procedure, and Guideline #3 of the Board's Interpretation Guidelines entitles a Member the discretion to impose Board costs for similar reasons to those cited above. Guideline #3 provides that "the Board expects parties and their paid representatives to act reasonably in pursuing their applications or defending their positions. This includes bringing applications only when there are substantial grounds."
10. The Tenant abandoned all her applications, one of them was blank, and I therefore find the Tenant did not act reasonably in bringing or pursuing her applications, and they were either frivolous or vexatious as the Tenant has shown no credible intention of attending a hearing to support her application. The Tenant's abandoned applications have caused the Board considerable administrative time and resources, including hearing time that could have been used for other, serious matters. At least three hearings dates were scheduled for all the abandoned applications.
11. Consequently, I find that it is not unfair to order the Tenant to pay \$300.00 Board costs.

It is ordered that:

1. The Tenant's application is dismissed.

2. The Tenant shall pay the Landlords \$300.00 costs.
3. If the Tenant does not pay the Landlords the full amount owing by May 12, 2026, the Tenant will owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant shall pay Board costs of \$300.00.
5. If the Tenant does not pay the Board the full amount owing by May 12, 2026, the Tenant will owe interest. This will be simple interest calculated from May 13, 2026, at 4.00% annually on the balance outstanding.

May 1, 2026
Date Issued

Nancy Morris
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.

Payment of costs must be made to the Board by the deadline set out above. The costs can be paid by certified cheque, bank draft or money order made payable to the *Minister of Finance*. If paying in person, the debt can also be paid by cash, credit card or debit card.