



Order under Section 115 Residential Tenancies Act, 2006

File Number: LTB-T-089836-24 & LTB-T-105625-24

In the matter of: 1605, 929 RICHMOND RD
Ottawa ON K2B6R1

Between: Jonathon Vien Tenant

And

12728877 Canada inc. Landlord

Jonathon Vien (the 'Tenant') applied for an order determining that 12728877 Canada inc. (the 'Landlord') collected or retained money illegally. **(LTB-T-089836-24)**

Jonathon Vien (the 'Tenant') also applied for an order determining that 12728877 Canada (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. **(LTB-T-089836-24 and LTB-T-105625-24)**

This application was heard by videoconference on April 29, 2026.

The Landlord's Legal Representative Audrey Bureau and the Tenant attended the hearing.

Determinations:

1. By way of background the Tenant filed LTB-T-089836-24 on October 31, 2024, alleging that the Landlord both collected or retained money illegally and failed to meet the Landlord's maintenance obligations. On December 28, 2024, the Tenant filed LTB-T-105625-24 which also alleged that the Landlord failed to meet the Landlord's maintenance obligations.
2. Each Application was scheduled for a separate adjudicative case conference. At the adjudicative case conference for LTB-T-089836-24 the Tenant advised the Board they would not be proceeding with the T1 portion of their application as it was filed in error.
3. After the Adjudicative Case conference for LTB-T-105625-24 was completed the presiding Member became aware that the issues raised in LTB-T-105625-24 were largely duplicious with those raised in LTB-T-089836-24 and the matters were combined to be heard together.

Particulars

4. At the hearing before me I raised that neither T6 Application appeared to contain adequate particulars, including dates and times. However, as the Landlord had provided disclosure, I queried the Landlord's Legal Representative as to whether the Landlord had understood what was being alleged on the two applications.
5. The Landlord's Legal Representative indicated that while the Landlord had done their best to provide disclosure, it was very difficult to determine the allegations and the case to be met, and it was very difficult to respond without knowing particulars such as dates and times.
6. As an example the Tenants T6 in LTB-T-089836-24 states:

“my washer dont work dyer dont work dish washer dont work stover not working no fire alarm microwave fridge dose not get cold dyer vent missing lights dont work for switch shower heads gross and not working will sinks clogged staff dont want to fix anything rent is not right”
7. The Tenant indicated that dates and times were not provided within the Application, but he had provided evidence which contained dates, times, and details. He indicated that he was not going to write a book on each Application.
8. The only disclosure the Board received from the Tenant was a 109-page document titled LTB Tenant Evidence which only contains screenshots of emails between the Tenant and the Landlord.
9. The Tenant testified that he had served additional evidence on both the Landlord's Legal Representative and the Board 7 days prior to this hearing by email.
10. The Landlord's Legal Representative confirmed that the only disclosure she had received from the Tenant was the 109-page LTB Tenant Evidence package.
11. I note that the Interim order for LTB-T-089836-24 directed the parties to provide disclosure by May 23, 2025. The interim order for LTB-T-105625-24 ordered the parties to provide disclosure at least 15 days prior to the next hearing date and reply evidence at least 7 days prior.
12. The Tenant testified that he was told that disclosure was not due until 7 days prior to the next hearing date.
13. Ball v. Metro Capital Property, [2002] O.J. No. 5931 (“Ball”) is clear that Applications must provide sufficient details to allow the opposing party to know the specific allegations being made so that the opposing party can be in a position to know the case that must be met.
14. MacDougall J. wrote in Ball that, “Particulars should include, dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct...”
15. While Ball involved a notice of termination served to a Tenant, in my view the same principles regarding the need for particulars and details apply equally to Tenant applications. In Ball, the Court stated that the various purposes for requiring a party to provide reasons and details include the responding party's need “to know the specific allegations made so that she/he can be in a position to know the case that must be met; to

decide whether to dispute the allegations made before the Tribunal; and to consider whether to stop the conduct or activity or correct the omission...

16. I am not satisfied that the Tenant's Application provides sufficient particulars, while it is clear that the Tenant has maintenance concerns with respect to several appliances for example, there are no clear dates and times provided and very few details. I also note that the Tenant has had the benefit of two adjudicative case conferences, one for each Application, where the importance of particulars are discussed with the parties. However, in spite of this the Applications do not provide particulars and no request to amend has been filed by the Tenant.
17. With respect to the Tenant's assertion that adequate particulars are contained in their disclosure I note that as of the hearing date this disclosure had not been received by either the Board or the Landlord's Legal Representative. Additionally, the two interim orders issued provided deadlines for disclosure which were not met. While the Interim order for LTB-T-105625-24 allowed parties to provide reply disclosure within 7 days of the hearing date I note that missing particulars should not be considered reply evidence, and it would not be reasonable to expect the Landlord to wait until 7 days prior to the hearing to receive clear particulars from the Tenant.
18. Finally, I also note that disclosure is not the Application, and even if the Tenant's evidence were properly disclosed and provided the missing particulars this would not save the Tenant's Application. In my view the Application is distinct from disclosure and disclosure cannot cure a flawed Application, as particulars must be included on the Application itself and it is inherently prejudicial to the Landlord to expect them to comb through often voluminous disclosure to ascertain the allegations made or the case to be met.
19. Therefore, As the Tenant's applications are vague and failed to provide dates and specifics for the allegations made, I find that there are insufficient reasons and details to allow the landlord to know the allegations made or the case to be met. The applications must be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

June 3, 2026
Date Issued

Reid Jackson
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.