



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-071322-24

In the matter of: 1002, 135 FENELON DRIVE
NORTH YORK ON M3A3K7

Between: CHRISTOPHER S. LUONGO Tenant

And

BEAUX PROPERTIES MANAGEMENT Landlord
COMPANY

T2 Application

CHRISTOPHER S. LUONGO (the 'Tenant') applied for an order determining that BEAUX PROPERTIES MANAGEMENT COMPANY (the 'Landlord'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

T6 Application

The Tenant also applied for an order determining that 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 application was heard by videoconference on April 7, 2026.

The Tenant and a witness for the Tenant, Rosanna Satira attended the hearing.

The Landlord's legal representative, Mark Ciobotaur and Landlord agents, Luis Riquelme and Athena Metaxas attended the hearing.

Preliminary:

1. The Landlord's legal representative raised the following preliminary issues:
 - 1) The Tenant's T6 application contains insufficient details for the Landlord to know the case;
 - 2) The Tenant failed to provide evidence disclosure to the Landlord and filed large amount of separate files to the portal; and
 - 3) The Tenant has filed a T3 application in evidence that has not been filed with the Board.
2. The position of the Landlord is the Tenant's T6 application lacks sufficient details required for the Landlord to know the case to be met.
3. The Landlord's legal representative stated the Tenant had the benefit of an ACC held on July 7, 2025 where the member raised this issue and the Tenant has failed to amend the application to include specific details like dates and times of the alleged breach for maintenance.
4. The Landlord's legal representative also stated the Landlord has received no evidence from the Tenant and points out the Tenant has filed multiple separate files in TOP and the Landlord's legal representative is unable to determine what the Tenant will rely on for evidence.
5. At 1:04:47 of the recording the Landlord's legal representative informed the Board that he received an update from his assistant informing the Landlord's legal representative that the Tenant had sent an email with some of his disclosure at 8:30am on the day of the hearing.
6. The Landlord's legal representative stated that given the lack of details in the T6 application and the Tenant's failure to disclose evidence in accordance with the Board's Rules of Procedure 19 the Landlord is unable to know the case to be met.
7. The Landlord's legal representative stated that the Tenant had filed a declaration on March 18, 2026 (DOC-7598652) where the Tenant states at paragraph 8, *"I am not seeking to amend or strike out any portion of my original application."*
8. The Landlord's legal representative submits the Tenant was aware of potential deficiencies in the T6 application identified by the member and the Landlord's legal representative at the ACC, and the Tenant knowingly made a decision not to amend the application as he identified in his declaration.
9. The Landlord's legal representative requested the T6 application be dismissed.
10. The Tenant's position is since the ACC on July 7, 2025, the Landlord agents have engaged in behavior that has caused significant distress to the Tenant which prevented him from being able to amend the application since the ACC July 7, 2025.
11. The Tenant requested an adjournment to allow for more time to amend the application.

12. The Tenant also stated he has an “impairment” that affected his memory and his ability to amend the application and prepare for the hearing. The Tenant stated that the Landlord agent’s conduct has cause significant distress due to his impairment that has prevented him from being able to disclose evidence to the Landlord and amend the application.
13. The Tenant stated that he would have issues with procedural fairness resulting from any decision that prevented him from relying on his evidence or the ability to adjourn to perfect his application.

Analysis

Lack of sufficient details in application

14. The onus rests with the applicant, in this case the Tenant to provide sufficient evidence to support their claim in the T6 application the Landlord is in breach of their maintenance obligations under the Act.
15. The requirement for adequate particulars required within any notices of termination or as is in this case Board applications, has long been established by case law. The leading case regarding the requirement for sufficient reasons and details is *Ball v. Metro Capital Property, [2002] O.J. No. 5931*. This case stands for the proposition that the kinds of particulars that should be contained in a notice should include “dates and times of the alleged offensive conduct together with a detailed description of the alleged conduct engaged in by the tenant”. The Court held that the tenant needs to know the specific allegations against him/her for three purposes:
 - a. to know the case that must be met;
 - b. to decide whether to dispute the allegations; or
 - c. to consider whether to void the notice.
16. The Board’s T6 application forms have been developed with instructions to elicit the necessary details required for the Tenant to make a claim and provide sufficient reasons and details. For example, the description box for details of he alleged maintenance breach state:

The following describes the maintenance problems that led me to apply to the LTB.

- 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?

16. In my view the Tenant's T6 application does not meet the specific reasons and details required and the Landlord as the Tenant's application does not contains specific dates or incidents or any Landlord response.
17. For procedural fairness, *Ball v. Metro Capital* and Board forms require applicants to be the ones to provide sufficient details for the claims that are being made. Only then can the respondent fairly have a chance to respond to those claims.
18. As the Tenant chose to proceed on his T6 application as unchanged since the ACC July 7, 2025, the Landlord is left in a position where they would have to resort to guessing or speculating about the incidents of disrepair when such incidents took place and when the Landlord may have been notified of the incidents at issue.
19. The Tenant's remedies are also vague for example under remedy 7 the Tenant requests, "*An order for a rent decrease of the Tenant's rental unit, including more flexibility regarding the payment due date...*". In addition, the Tenant's claim for out-of-pocket expenses does not identify an amount the Tenant is seeking.
20. In my view it would be very unfair to the Landlords and a breach of the principles of natural justice to proceed with the Tenant's T6 applications in connection with which particulars or disclosure was provided and remedies being sought.

Request to adjourn

21. The Tenant requested an adjournment to allow the Tenant time to perfect his application.
22. In *Lacroix v. Central-McKinlay International Ltd.*, 2022 ONSC 2807 (Div. Ct.) (CanLII) and *Wang v. Oloo*, 2023 ONSC 1028 (Div. Ct.) (CanLII), the Court confirmed that a party to an application is required to comply with the Board's Rules of Procedure when seeking to reschedule or adjourn a hearing. In the present case, the Tenant did not submit a request to reschedule the hearing in accordance with Rule 21.1 of the Board's Rules of Procedure.
23. I also note the decision of the Div Crt: *Solomon v. Levy*, 2015 ONSC 2556 that relied on s.183 of the RTA concluded "the Board member must take into account the public interest in resolving a case as soon as possible. The key question becomes how to balance the rights of the parties to ensure that matters are resolved quickly while not adversely affecting their respective rights to a fair hearing."
24. Div Crt found no denial of procedural fairness due to Board's refusal to grant adjournment.
25. It is the expectation of the courts that refusal of an adjournment request is reasonable where applications are determined to be unsubstantiated, untimely, repetitive or result from a lack of preparation.
26. Section s. 183 of the *Residential Tenancies Act*, 2006 (the "Act") means the Board is required to consider the public interest in moving applications through the Board in an expeditious manner.
27. Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, amend applications, summons witnesses and obtain counsel ahead of the

hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

28. The Tenant stated that he had an impairment that affected his ability to comply with the instructions from the ACC member, however the Tenant led with insufficient evidence as to how that impairment affected his ability to amend the application within the eight months since the ACC or provide evidence to the Landlord in accordance with the Board's Rules of Procedure.
29. In my view the Tenant had the ability and comprehension to file more than 80 files of evidence with the Board prior to the ACC and file a declaration after the ACC stating his decision not to amend the application.
30. I also pointed out at the hearing that the Tenant had been provided with information in the notice of hearing that gives tenants information on how to seek legal advice, including advice from community legal clinics, and invites parties to request accommodation before the hearing in order for the hearing to proceed in the most expeditious manner.
31. The Tenant stated he attempted to contact legal representation prior to the hearing, however, did not provide further details of when he made the attempt, how many times he called or what follow up he engaged in.

Evidence disclosure not provided to the Landlord

32. The Tenant does not dispute the Landlord's legal representative's allegations that he did not provide disclosure to the Landlord more than seven days prior to the hearing and concedes he attempted to email evidence to the Landlord the morning of the hearing.
33. I note that Board records indicate the Tenant filed approximately 80 separate files with the Board prior to the ACC on July 7, 2026 however did not provide these documents to the Landlord.
34. The Board's Rules of Procedure section 19 on Disclosure states:

Rule 19 - Disclosure and Evidence

19.1 Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon **at least 7 days before the CMH or hearing**. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

A party who fails to comply with Rule 19 or an order or direction for disclosure **may not rely on the evidence that was not disclosed** as directed or ordered, unless otherwise ordered.

[emphasis added]

35. In my view, the Tenant has been afforded ample time from July 7, 2025 up to the day of this hearing to seek out legal representation, amend his application, disclose evidence and prepare for the hearing.

36. With the submissions before me I do not find that the Tenant has led with sufficient evidence to support any circumstances I would consider exceptional that would force me to grant the Tenant the adjournment request to perfect his application.
37. For all the reasons above I find the Tenant has not met the requirements for providing sufficient reasons and details in the T6 application. In addition, the Tenant has failed to comply with the Board's Rules of Procedure on disclosure and failed to serve the Landlord with copies of the Tenant's evidence, therefore the Tenant's T6 application is dismissed.

Tenant's claim hearing procedurally unfair

38. The Tenant alleged the hearing process prevented the Tenant from participating in a procedurally fair hearing.
39. Recognizing the Tenant was unrepresented, on more than one occasion I took considerable time to explain the hearing process and my decisions and if at any point in the hearing he required me to rephrase instructions, provide them in a slower and more concise delivery the Tenant could make this request, and I would accommodate him.
40. On multiple occasions I had to address the Tenant for interruptions in the hearing during the Landlord's legal representative's submissions or my instructions and I was doing so to move the hearing along as in most cases the Tenant was repeating his position on decisions I had already made.
41. In my view the Tenant was afforded a fair and ample opportunity to make submissions, ask questions and had been provided reasonable instructions regarding the hearing proceeding, resulting in a fair and expeditious hearing for the Tenant.

Tenant T3 application

42. Board records indicate the Tenant filed a submission DOC-4673264 titled "Form T3" however the submission is a T3 form filled out but not filed with the Board.
43. The submission references a prior L1/L2 application filed by the Landlord but there is no indication the Tenant had filed a T3 form and received a tenant application file number.
44. Given the above, the Tenant cannot proceed on an application that has not been filed with the Board and the T3 allegations will not be considered.

Determinations:

T2 Application

45. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

46. The Tenant's T2 application alleges the Landlord illegally entered the rental unit on January 2, 2024.
47. The Landlord disputed the allegations.
48. The Tenant declined to advance his T2 application and was given multiple opportunities to do so.
49. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Tenant has failed to prove the allegations for illegal entry in the T2 application.
50. Therefore, the Tenant's application must be dismissed.

Landlord's legal representative request for costs

51. The Landlord's legal representative requested costs in the amount of \$300.00, \$100.00 for one hour of preparation and \$200.00 for hearing time and holds the position throughout the hearing the Tenant simply did not respect the Board's rulings after decisions were made, and the Tenant attempted to keep repeating his position.
52. The Landlord's legal representative stated the Tenant's conduct culminated in a deliberate delay of the proceedings which was unnecessary.
53. The Tenant was self-represented and objected to the Landlord's legal representative's request for costs and holds the position he was not afforded an opportunity to present his case due to my interrupting his submissions.
54. At multiple points of the hearing stopped the Tenant from making submissions to inform him his submissions were repetitive and I had made a decision on his submission and was proceeding with the hearing. I regularly throughout the hearing provided the Tenant with instructions on the process to be followed and provided information on decisions being made in order to move the hearing along.
55. In considering the Landlord's legal representative's request for costs due to delays, I acknowledge that I exercised greater flexibility regarding submissions and questions from the Tenant due to his self-represented status.
56. In considering all the submissions and circumstances of the proceedings I do not find it is appropriate to order costs and the Landlord's legal representative's request is denied.

The Issue of Board Costs

57. The Landlords' representative also says that the Board should consider ordering Board costs against the Tenant.

58. Guideline 3 states that the purpose of ordering Board costs is to “recover some of the public's monies which funded the proceedings, and discourage inappropriate practices and conduct by parties...”.
59. The Guideline goes on to state that, “an order for a party to pay both the representation/preparation fees of another party and to pay the Board's costs in the same case would only be made in exceptional circumstances. This would usually include the following: a case in which a party clearly and knowingly misled the Board....situations in which the party failed to comply with directions from the Member about the orderly conduct of the hearing.”
60. For the same reasons identified above under the Landlord's legal representative's request for costs, I do not find it appropriate to apply a Board fine in this case.
61. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

T2 application

1. The Tenant's T2 application is dismissed.

T6 application

2. The Tenant's T6 application is dismissed.

June 1, 2026
Date Issued

Greg Brocanier
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.