



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-090491-25

In the matter of: 5, 13178 Ilderton Rd.
Ilderton ON N0M2A0

Between: Perla Cruz Arevalo Tenant

And

1917155 Ontario Inc. operating as Landlord
WelGroup

Perla Cruz Arevalo (the 'Tenant') applied for an order determining that 1917155 Ontario Inc. operating as WelGroup (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 May 28, 2026.

The Landlord's Legal Representative, S. Singh, the Landlord's Agent, A. Douglas, the Tenant's Legal Representative, C. Dawdy, and the Tenant attended the hearing.

Determinations:

1. The Landlord is amended to reflect the corporate entity of 1917155 Ontario Inc. operating as WelGroup and Andrew Douglas is removed as a party, as he is simply employed by the corporate Landlord.
2. The Tenant vacated the rental unit on May 1, 2026.

Preliminary Issue – Request to Amend

3. On May 20, 2026, the Tenant served the Landlord and filed a request to amend this application to remove the original remedy requested of ordering the Landlord to complete necessary repairs and to add other remedies such as a rent abatement, costs for repairs completed, termination of the tenancy as of April 30, 2026, and return of the last month's rent deposit.
4. The Landlord's Legal Representative opposed the Tenant's request to amend. He submitted that none of the added remedies needed to wait until the Tenant vacated if the Tenant believed they were entitled to these additional remedies. He also submitted that

the request to amend was only served eight days prior to today's hearing although the Notice of Hearing was received over three months ago.

5. He further submitted that the Tenant was not prohibited from filing their request to amend prior to vacating and/or simply withdrawing this application and filing a fresh one as they knew when they would be vacating and had legal representation. In support of his submission, he relied upon LTB order, [TET-98921-19 \(Re\), 2022 CanLII 97391 \(ON LTB\)](#), wherein at paragraphs 15 and 17 of that order the LTB found that:

“15. The reason for the adjournment was to amend; however, the Tenant knew or ought to have known what the procedure was for amending their T6 Application. In fact, over the past 2 years, there were already 2 prior amendments submitted.

17. The Landlord's Legal Representative submitted that it would be highly prejudicial to the Landlord to allow a further amendment given the history of this matter. The Tenant was represented for most of the file. The Tenant's side had already submitted two written amendments so they knew the process. The supporting evidence contained claims about lack of maintenance and additional damage claims with respect to the pool, gardening, and sprinkler – it would be unfair to allow the T6 application to be perfected at this late stage.”

Emphasis Added

6. He also submitted that the original application was moot upon the Tenant vacating the rental unit as the only remedy requested for the Landlord to effect repair would be moot. He also submitted that therefore the request to amend is not appropriate and ought to be refused. In support of his submissions he relied on LTB order, [CET-90776-19 \(Re\), 2021 CanLII 146737 \(ON LTB\)](#), wherein at paragraph 6 of that order the LTB found that:

“The Tenants' Representative advised that the Tenants vacated the rental unit in July 2021. Given that the Tenants have vacated the rental unit, remedies 6, 7 and 9 indicated in the application are moot, except for the Tenants' request that the Landlord reimburse them for the cost of filing the application.”

Emphasis Added

7. He also relied on LTB order, [Chanda v Ahmad, 2021 CanLII 138944 \(ON LTB\)](#), wherein at paragraphs 5 and 6 of that order the LTB found that:

“5. As the tenancy terminated October 31, 2020 and that the only remedy which the Tenants sought in their T6 Application was for the tenancy to be terminated, this application is moot.

6. As there is no remedy to be granted in the T6 application the Tenant's application must be dismissed.”

Emphasis Added

8. He submitted that as per the above LTB's jurisprudence a party cannot amend an application out of a moot nature. Additionally, he submitted that in [Beaube v. Metcap Living Management Inc., 2012 ONSC 1160 \(CanLII\)](#), the Division Court held that the LTB erred when awarding remedies not claimed in the original application. As well, he relied on LTB order, [TET-03961-19 \(Re\), 2022 CanLII 52527 \(ON LTB\)](#), wherein at paragraphs 6 and 7 of that order, the LTB found:

"6. The only remedies requested in the applications are no longer applicable because the Tenants have vacated the unit. The Tenants no longer have any interest in whether the repairs have been done and in how the Landlord conducts herself.

7. Because the only remedies requested are moot, and because I am bound by Beaube, I cannot order any remedies in this case. It is therefore not necessary to make determinations on all of the issues claimed in the application and for which the parties gave evidence at the hearing."

Emphasis Added

9. In closing, he submitted that how can the Tenant justify these amended remedies after vacating, nothing changed according to them with respect to the alleged issues. He also submitted that it would be incumbent on the Tenant to include these remedies at the outset. He requested that the request to amend be denied and the application dismissed with prejudice.
10. As per Rule 15.4 of the *Landlord and Tenant Board's Rules of Procedure* the LTB has discretion to grant a request to amend, and will only grant it if satisfied that the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.
11. The matter was held down for some time to give the Tenant's Legal Representative an opportunity to review the caselaw presented by the Landlord. She submitted that the Tenant moved out because of the issues raised in this application and that they have complied with Rule 15 with respect to the service and filing of the request to amend. However, she then requested to withdraw the application.
12. Therefore, the issue before me is whether the application is dismissed or withdrawn.
13. Based on the submissions before me, I was satisfied that the Tenant's request to amend ought to be refused. The Tenant waited until after she vacated to amend the application and failed to provide any reasonable explanation as to why the amended remedies requested could not have been made in the original application or prior to vacating the unit.
14. I was satisfied that once the Tenant vacated the rental unit, this application as filed became moot as the only remedy requested was no longer of any interest by this Tenant as to whether the repairs are completed by the Landlord.
15. The application was filed on October 27, 2025, the Tenant had ample opportunity to request an amendment prior to vacating if she believed the issues in the application warranted different remedies, such as a termination of the tenancy, instead of just vacating

and then seeking those remedies. I find that it would be unfair and prejudicial to the Landlord to permit the Tenant to amend the application at this point.

16. Consequently, since the application as filed is moot, it must be dismissed in accordance with the LTB jurisprudence presented.
17. Although, the Landlord requested that the matter be dismissed with prejudice, since the merits of this application were not determined by the LTB, I was not satisfied that the dismissal should be with prejudice.

Costs

18. The Landlord's request for costs were denied. As per Guideline 3 of the *Landlord and Tenant Board's Interpretation Guidelines*, costs to a party are generally only awarded in cases of unreasonable conduct. Conduct is unreasonable if it causes undue expense and delay. In this case, the Landlord's Legal Representative requested costs for their attendance at today's hearing and argued that they had to be in attendance all day and late in the day as the Tenant's Legal Representative was away for periods of time addressing other matters that she had booked.
19. The Notice of Hearing for today advises the parties to "be ready to stay the whole day. There are many other hearings scheduled at the same time as your hearing, and your hearing may be later in the day." In this case, although when I first called this matter the Tenant's Legal Representative was not available, her assistant was present and advised when the Legal Representative would be available, approximately half hour later.
20. However, since there were other hearings still needing to be addressed at that time I was not satisfied that this conduct was unreasonable. This matter was heard although it was late in the day, and the parties ought to have expected that given the information provided in the Notice of Hearing.

It is ordered that:

1. The application is dismissed.

June 5, 2026
Date Issued

Lisa Del Vecchio
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.