



Order under Sections 30 & 31 Residential Tenancies Act, 2006

Citation: Pierre v Chahrour, 2026 ONLTB 43737

Date: 2026-06-05

File Number: LTB-T-030640-23

In the matter of: 4, 746 COXWELL AVE
TORONTO ON M4C3C4

Between: Vick Pierre Tenant

And

Amin Chahrour Landlord

Vick Pierre (the 'Tenant') applied for an order determining that Amin Chahrour (the 'Landlord') :

- 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.

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 September 17, 2024, and June 1, 2026.

Only the Landlord attended the hearing. The Landlord was assisted by his son, N. Chahrour.

As of 1:40 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

Determinations:

1. Since the Tenant did not attend the hearing to support their application, I find that this application has been abandoned.

Costs:

1. The Landlord requests costs of \$700.00 for their out-of-pocket expenses because they allege that the Tenant has acted unreasonably in pursuing this application. The Landlord said that they have spent at least \$3,500.00 consulting paralegals for advice and

assistance with replies to the Tenant's evidence and allegations. The matter has been pursued by the Tenant over the last three years.

2. In accordance with Rules 23.2 and 23.3 of the Landlord and Tenant Board's Rules of Practice and the Board's Interpretation Guideline 3, a Member may order party costs where the conduct of a party was unreasonable. Pursuant to Rules 23.4 and 23.5 of the Board's Rules, it may also order Board costs of a proceeding. Conduct is unreasonable if it causes undue expense or delay. Rule 23.4 provides that a "hearing costs will not exceed \$100 per hour to a maximum of \$700.00." The same maximum applies to Board costs.
3. The Board's Interpretation Guideline 3 provides that conduct is unreasonable if it causes undue expense or delay, and it includes, bringing a frivolous or vexatious application, initiating an application in bad faith, taking unnecessary steps in a proceeding, failing to take necessary steps, such as those required by the Act or the rules, asking for adjournments or delays without justification, failing to prepare adequately for the hearing.
4. The evidence on file shows that the Tenant has requested adjournments or delays on a few occasions, prior to the adjudicative case conference in April 2024, and prior to this hearing. On the first occasion his request was made at the last minute, and the case conference went ahead. On that occasion the Tenant himself wrote, the day before the hearing, "...I am not ready for the hearing scheduled for tomorrow, April 9th, 2024, 09h00." That request was made one year after the Tenant filed his application, and he had thus had a year to prepare. In the request to reschedule the hearing held today, which was denied, the Tenant had not attempted to obtain the consent of the Landlord. He also wrote to the Board on May 19, 2026, that he was not, as in April 2024, prepared to proceed. In the case of the hearing today, the Tenant has had a number of opportunities to either withdraw his application or request to reschedule much earlier than the week before the hearing. For example, a Member Direction went out to him in January 2026, advising him that if he was not going to proceed, he should withdraw his application. He also received the notice of hearing for today's hearing at the end of April 2026, and he was therefore aware of the hearing over three weeks before he chose to send his request to reschedule.
5. In fact, the Tenant has been given a number of opportunities to ensure that his application is ready to proceed, and also numerous opportunities to disclose the evidence to support it. After the first hearing of this matter, on September 17, 2024, it was evident that the Tenant had not properly amended his application as ordered at the case conference in April 2024, yet he was provided with a further opportunity to amend. That hearing, on September 17, 2024, was adjourned peremptory on the Tenant. He then had a further 18 months to prepare himself sufficiently to proceed, and he failed to do so. Even after his request to reschedule was denied on May 28, 2026, he could have withdrawn his application, but he did not. He was also informed in that Member Direction, denying his request, that he could send a representative to the hearing to provide reasons for requesting an adjournment, and he did not.
6. I find that the Tenant's repeated attempts to delay the hearing of his application, his failure to prepare, subsequent failure to withdraw his application, and then his failure to attend or send a representative to attend, constitutes unreasonable conduct. The ongoing delay of

the application forced the Landlord to incur over \$3,500.00 in paralegal costs, and it obliged the Landlord to prepare for the hearing and attend the hearing. Consequently, I find that the Landlord has justified their request for \$700.00 party costs as a result of the Tenant's unreasonable conduct. This amount only partially reimburses the out-of-pocket expense to the Landlord thus far.

7. The Tenant's unreasonable conduct has also obliged the Board to waste hours of Board time in scheduled hearings, and to respond to requests to delay. The time set for the hearing today, alone, was three hours. Therefore, I find that it is not unreasonable to impose \$300.00 Board costs for the delays and waste of Board time.

8. The Tenant's application will be dismissed with prejudice.

It is ordered that:

1. The Tenant's application is dismissed with prejudice.
2. The Tenant shall pay \$700.00 costs to the Landlord on or before June 16, 2026.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant shall pay \$300.00 costs to the Board on or before June 16, 2026.
5. If the Tenant does not pay the Board the full amount owing on or before June 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 17, 2026, at 4.00% annually on the balance outstanding.

June 5, 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 1-888-332-323

Payment of costs must be made to the Board by the deadline set out above. The fine 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.