



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-010185-26

In the matter of: 602, 241 SIMCOE ST
LONDON ON N6B3L4

Between: London and Middlesex Community Housing Landlord

And

Steven Rivers Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Rivers (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on May 13, 2026.

The Landlord's Legal Representative, Shieaba Sadat, and the Landlord's Agent, Deven Richardson, attended the hearing. Brad Stokkermans attended the hearing to testify on behalf of the Landlord, however in the end did not end up testifying.

As of 12:14 p.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 Landlord's evidence.

Determinations:

1. As explained below, the application was brought forth on the principle of *res judicata* and as such, the Landlord's application is dismissed and the Landlord's Legal Representative shall pay to the Board \$100.00 in Board costs for abuse of process.
2. On January 7, 2026, the Landlord gave the Tenant an N5 notice of termination (N5 Notice) by leaving it in the Tenant's mailbox. The notice of termination contains the following allegations and are summarized below:
 1. That the Tenant's conduct has substantially interfered with other residents and with the Landlord's reasonable enjoyment of the residential complex, as well as with the Landlord's lawful rights, privileges, and interests in accordance with s. 64 of the *Residential Tenancies Act*, 2006 (the 'Act').
 2. That on September 4, 2024, the Tenant disabled the smoke detector in their rental unit.
 3. That on September 10, 2024, a fire occurred in the rental unit.
 4. That the Tenant failed to maintain adequate tenant insurance in accordance with their lease agreement, and as a result of that breach, the Landlord was forced to rely on its own insurance policy following the fire and incurred a \$5,000.00 deductible that the Landlord is requesting the Tenant pay for. The Landlord also makes this claim in the application under s. 88.1 of the Act.
3. The matter proceeded to be heard on an uncontested basis. After approximately one hour of hearing time, during the testimony of the Landlord's Agent, the Landlord's Agent inadvertently brought up a prior Board order regarding these issues. At this point, I then asked the Landlord's Legal Representative concerning this, and the Landlord's Legal Representative provided the Member with Board order LTB-L-041285-25. I stood the matter down to review the order.
4. Upon review of that order, the parties were before the Board on September 17, 2025 with respect to an L2 application based on an N5 Notice. The N5 Notice was for substantial interference under s. 64 of the Act, for the same allegations as contained in paragraph 2 of this order, as well as for willfull or negligent damage to the premises. The application sought \$5,000.00 from the Tenant with respect to the deductible associated with the Landlord's insurance in a claim submitted under s.89(1) of the Act. A final order was issued on November 5, 2025.
5. I proceeded to ask for submissions from the Landlord's Legal Representative on the grounds of that the Landlord's application is barred by the doctrine of *res judicata* and therefore amounts to an abuse of process by the Landlord.
6. The Landlord's Legal Representative's submissions were that part of the application was being filed under a different section of the Act, that the Landlord wished to recuperate the costs of the \$5,000.00 insurance deductible under a different part of the legislation than in the first hearing, as she was unsuccessful in the first hearing as the Board dismissed her claim. In the first hearing, the Landlord filed the claim under section 89(1) of the Act, and in this application, filed the deductible under s. 88.1 of the Act.

7. The doctrine of *res judicata* operates to ensure finality of decisions and prevent abuse of process. It stops a party from being able to seek another order on the same issue. In effect, it prevents a “second kick at the can”. It has two aspects, issue estoppel and cause of action estoppel. The test for issue estoppel has three elements, which must all be present:
 - (1) the same question has been decided;
 - (2) the decision which is said to create the estoppel was final; and,
 - (3) that the parties to the prior decision were the same persons as the parties to the proceedings in which the estoppel is raised.
8. The Board has a residual discretion as to whether to apply the doctrine of *res judicata* even if all three of these criteria are satisfied. Further, *res judicata* or issue estoppel should not be applied in circumstances that would create an injustice.
9. The question for me to determine is whether this application raises the same issue as the issue considered in LTB-L-041285-25.
10. The issues in both N5 notices are the same. The Landlord filed both N5 Notices under s 64 of the Act. The allegations are the same regarding an incident on September 4, 2024, and then a fire at the Tenant’s rental unit on September 10, 2024. The Landlord requests to recuperate the \$5,000.00 from the Tenant because the Tenant did not obtain proper liability insurance in accordance with her lease agreement.
11. For the \$5,0000.00 claim the Landlord is seeking, just because the Landlord disagreed with the finding of the damage claim in the first hearing, does not mean the Landlord can come back to the Board under the same claim but under a different piece of legislation. This issue is issue estoppel.
12. LTB-L-041285-25 is an order of the Board and is therefore final and binding pursuant to subsection 209(2) of the Act, except where provided otherwise in the Act. It was not appealed, and the Tenants did not request to review the decision.
13. The parties to the prior decision are the same persons as the parties to these proceedings. The Landlord, the Tenants, and the rental unit are all the same. The Landlord’s Legal Representative was the same Representative for both hearings. The document brief as submitted by the Landlord’s Legal Representative was the same document brief in both proceedings.
14. By filing a subsequent application, the Landlord is essentially seeking a second opportunity to put forward what is essentially the same case previously decided by the Board in the Tenant’s favour.
15. I therefore find that issue estoppel-*res judicata* applies to this application as all the of the requirements are met.

16. Having found the doctrine of *res judicata* to be applicable in this case, I am satisfied on a balance of probabilities that the service of the N5 Notice and the filing of this application constitutes an abuse of process. What is before me is an attempt at re-litigation and proceeding to re-decide the matter would violate the principles identified by the Supreme Court of Canada in its consideration of abuse of process in *Toronto (City) v. C.U.P.E., Local 79*, 2003 SCC 63, at para. 37: “judicial economy, consistency, finality and the integrity of the administration of justice.”
17. Therefore, pursuant to the Board’s powers to make orders as it considers proper to prevent abuse of its processes (Statutory Powers Procedure Act, R.S.O. 1990, c. S.22, s. 23), the Landlord’s application is dismissed.
18. At the hearing, I asked for submissions from the Landlord’s Legal Representative about ordering Board costs against her with regard to abuse of process.
19. Rule 23.4 of the LTB Rules of Procedure (the ‘LTB Rules’) provides the Board with the power to order a party to pay the Board for its costs of a proceeding, not exceeding \$100.00 per hour.
20. The LTB’s “Interpretation Guideline 3: Costs” states that situations in which a party’s conduct is unreasonable may give rise to costs being ordered.
21. In my view, persisting in filing another application with the Board subsequent to the decision in LTB-L-041285-25 is unreasonable conduct on the part of the Landlord’s Legal Representative. It is a duplicative drain on the resources of both the Board and the Tenant. The Landlord’s Legal Representative also misled the Member by not disclosing this at the beginning of this hearing. It was only inadvertently discovered through testimony from the Landlord’s Agent, well over an hour into the hearing. In my view, this is an example of the exceptional circumstances in which an order for Board costs is warranted.
22. As such, I am satisfied Board Costs in the amount of \$100.00 are justified.
23. Pursuant to section 196 of the RTA and LTB Rule 6, failure to pay the ordered Board costs may result in the Board refusing to accept any subsequent applications to be filed by the Landlord’s Legal Representative.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord’s application is dismissed.
2. The Landlord’s Legal Representative shall pay Board costs of \$100.00 on or before June 26, 2026.
3. If the Landlord’s Legal Representative does not pay the Board the full amount owing on or before June 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 10, 2026
Date Issued

Paula West Oreskovich
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.

The ordered Board costs can be paid by money order, bank draft or certified cheque, only, payable to the "Minister of Finance". This can be mailed/couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.