



Order under Sections 88.2 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-039749-25

In the matter of: 2006, 8 Eglinton Ave E
Toronto ON M4P0C1

Between: Francesca Martinez Landlord

And

Chistofer David Mekieje Wobiwouo Former Tenant

Francesca Martinez (the 'Landlord') applied for an order requiring Chistofer David Mekieje Wobiwouo (the 'Former Tenant') to pay the Landlord's:

- reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement,¹
- reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused willfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.²

This application was heard by videoconference on June 10, 2026.

Only the Landlord, and the Landlord's Support Person, Stefan Martinez, attended the hearing.

As of 9:21am, the Former Tenant was not present or represented at the hearing.

Determinations:

Procedural History

1. The Landlord filed the application with the Board on May 14, 2025.
2. Pursuant to the Endorsement dated December 9, 2025, the Landlord was directed to serve a copy of the application and the notice related to the hearing scheduled on March 24, 2026, to the Former Tenant by February 22, 2026, and to file a corresponding certificate of service with the Board by March 4, 2026.

¹ Section 88.2 of the *Residential Tenancies Act, 2006*.

² Section 89 of the *Residential Tenancies Act, 2006*.

3. Pursuant to the Endorsement dated January 15, 2026, the Landlord's *Request to use Alternative Service* in order to serve documents to the Former Tenant by email was granted.
4. The hearing scheduled on March 24, 2026, was cancelled as the Landlord requested that the dispute resolution process be conducted in French, as it appears from a copy of the email sent by the Landlord to the Board on February 13, 2026 (DOC-7409945).

Service of the Application and the Notice of Hearing

5. Section 189.0.1 of the *Residential Tenancies Act, 2006* (the 'Act'), and Rule 5.8 of the Board's *Rules of Procedure* require a landlord to serve a former tenant with a copy of an L10 Application and the corresponding Notice of Hearing a least thirty (30) days in advance of a hearing. Section 191(1.0.1) of the Act and Rule 3.3 Board's *Rules of Procedure* provide the accepted ways a landlord may serve a former tenant with these materials.
6. Despite the requirements set out in subsection 189.0.1(3) of the Act and Rule 5.16 of the Board's *Rules of Procedure*, and despite the terms set out in the Endorsement dated December 9, 2025, the Landlord failed to submit a Certificate of Service signed by the individual who would have served the former Tenant with the aforementioned documents.
7. When asked, at the start of the hearing, whether the Landlord had served the Former Tenant with a copy of the application and the notice related to the June 10, 2026, hearing, the Landlord stated that that had done so "at the appropriate time."
8. The matter was stood down twice at the Landlord's behest in order to provide them an opportunity to review their materials to confirm the date the Former Tenant would have been served with a copy of the application and the notice related to the June 10, 2026, hearing.
9. Once the matter was called back, the Landlord offered an inconsistent testimony through which they first stated that the application and the corresponding notice of hearing were served to the Former Tenant during the month of October 2025, before seeking to correct themselves by then suggesting that the documents were served on either January 1, 2026, January 27, 2026, or February 13, 2026.
10. The Landlord also indicated that the Former Tenant was clearly aware of the proceedings as they had requested that the dispute resolution be conducted in French. The Landlord then sought to correct their testimony in order to reflect that they themselves had requested that the dispute resolution be conducted in French, as a separate and distinct application³ involving the parties was previously conducted in this fashion.
11. On the basis of the evidence and submissions before me, I am not satisfied that the Landlord served the Former Tenant with a copy application and notice related to the June 10, 2026, hearing at least thirty (30) days before the hearing in accordance with section 189.0.1 of the Act, and Rule 3.3 of the Board's *Rules of Procedure*.
12. Indeed, the Landlord limited their testimony to general, contradictory, nonsensical, and purposefully vague submissions, through which they suggested that they had served the Former Tenant the application, in addition to also serving them the corresponding notice

³ Order LTB-L-023366-24, issued on October 23, 2024.

related to the June 10, 2026, hearing, months before they themselves had received the Notice of Hearing on March 18, 2026.

13. I did not find the Landlord's bald assertions that the Former Tenant "was aware" of the hearing, and that they had "enough time to prepare" to be credible.
14. I also note that despite repeatedly stating that they had emailed the Former Tenant with a copy of the application and the corresponding notice of hearing, the Landlord was unable to submit any documentary evidence (such as, but not limited to, a copy of the alleged emails) to substantiate their claims.
15. As such, I find that the Landlord failed to meet their burden of proof to establish that they had served the Former Tenant with a copy of the application and the corresponding notice related to the June 10, 2026, hearing.
16. Accordingly, the Landlord's application cannot proceed and must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

June 18, 2026
Date Issued

Alexandre Traboulsi
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.