



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mastronardi v Corlett, 2024 ONLTB 46639

Date: 2024-06-26

File Number: LTB-L-007425-23

In the matter of: 3282 TURNER RD
WINDSOR ON N8W3M1

Between: Gus Mastronardi Landlord

And

Shane C. Corlett Tenant
(aka Shawn Charles Hepburn)

Gus Mastronardi (the 'Landlord') applied for an order to terminate the tenancy and evict Shane C. Corlett (aka Shawn Charles Hepburn):

- because the Tenant did not pay the rent that the Tenant owes (*L1 Application*)
- 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 (*L2 Application*)
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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 failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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 June 4, 2026. The Landlord's Representatives, Anthony Debly ('AD') and Sarah Girard, and the Tenant, who identified himself as Shane Corlett, and the Tenant's witnesses, Dale Trudell ('DT') and Monique Cramer ('MC'), attended the hearing.

Determinations:

Preliminary Issues:

Landlord's Request to Amend

1. The Landlord wishes to amend their application to remove the L2 claim for damages totalling \$7,571.00 and \$3,171.68 for substantial interference. This would have the effect of leaving only the arrears and the claim for unpaid utilities remaining.
2. The Tenant contests the amendment because the Tenant wishes to raise his own application by way of s.82 of the *Residential Tenancies Act* ('the Act'). However, s.82 has application only to the Landlord's L1 application for an order terminating the tenancy and evicting a tenancy based on a notice of termination made under s.59 of the Act. Section 59 references the Landlord's ability to file an application with the Board to terminate a tenancy due to non-payment of rent. An L1 does not address damage or substantial interference claims.
3. As the Tenant would not be permitted to raise s.82 issues to dispute the allegations in the Landlord's L2 application, and because the reduction in these claims actually benefit the Tenant, I can find no prejudice in granting the Landlord's request.
4. The Landlord's request to amend their application to withdraw the claims for damage and substantial interference is granted.

Adjournment Request

5. The Tenant filed in the portal a request to adjourn the hearing on July 9, 2026. He then spoke to the adjournment on the following grounds:
 - he was needed to take his partner to a specialist medical appointment
 - he was unable to access the portal due to technical difficulties and had multiple documents which he wished to upload in support of his claim / defence
 - the Tenant has disabilities which make it difficult for him to participate and comply with prior Board orders
 - there was insufficient block time dedicated to hear the matter
 - there was minimal prejudice to the Landlord as the tenancy has terminated
 - his witnesses were not given an opportunity to provide their unavailable dates and had other personal matters to attend to

6. All of these issues, the Tenant submits, would result in a procedurally unfair hearing should the Tenant not be granted the adjournment.

File History

7. The matter was before the Board on June 4, 2024. At that time, the Tenants' Representative asked for an adjournment on consent because the Landlord's Representative had reached out to him earlier and explained he was very ill.
8. Interim Order LTB-L-007425-23-IN was issued on June 26, 2024. Paragraph 4 notes that the Tenant planned to raise issues pursuant to s.82 of the Act. The Tenant was given until July 2, 2024, to provide a list of the issues they planned to raise under s.82 and to serve and file the Board with same. The matter was marked peremptory on the Landlord for the next appearance.
9. The matter returned on February 11, 2025. The matter was adjourned. The adjournment sheet states that the Tenant had called in earlier that day and had advised he was in the hospital. The adjournment sheet also note that the Landlord may speak to costs if the Tenant failed to provide required documentation to prove he was in the hospital. Finally, the adjournment sheet says the Tenant advised he had "lots of evidence" to provide to the Board and that no evidence had been submitted until that date although the application was filed in January 2023. The matter was not marked peremptory on either party.
10. The matter was before the Board on February 24, 2026. Interim Order LTB-L-007425-23-IN2 issued on April 1, 2026. The adjournment request on that date was precipitated on the fact that the Tenant was having "technical issues" and had a substantial amount of evidence to provide to the Board. The Tenant was again given a further opportunity to provide the missing materials to the Landlord and the Board. The presiding member found that an adjournment request was appropriate in the circumstances, but stated the matter was to be marked peremptory on the Tenant to proceed at the next hearing date. It also orders that all evidence must be provided to the other party and to the Board "as soon as possible, but at least 21 days before the next hearing date."
11. For the following reasons, the Tenant's request to adjourn the matter is denied.
12. Rule 21 of the Board's Rules of Procedure state:

"21.7 A party may request an adjournment at the beginning of a CMH or hearing.

21.8 A CMH or hearing may be adjourned at the discretion of a Hearing Officer or Member where satisfied that an adjournment is required to permit an adequate hearing to be held. Relevant factors the LTB may consider in deciding the request include:

- a. the reason for the adjournment and position of the parties;
 - b. the issues in the application;
 - c. any prejudice that may result from granting or denying the request;
 - d. the history of the proceeding including other adjournments or rescheduling;
- and

- e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter."
13. After considering the parties' submissions, I declined to grant the Tenant a further adjournment. When reviewing the file history, the Tenant has already been given two prior opportunities to address the missing evidence. The first time, the Tenant was given until July 2, 2024, to provide evidence to the Landlord and the Board; however, he failed to do so by that deadline. The Tenant was then given a second opportunity on February 24, 2026. The Landlord's Representatives advise that they have never been provided with any evidence or a list of the issues the Tenant planned to raise pursuant to s.82.
14. The Tenant's former legal representative had a conversation with the Representative Debby at the first hearing date of June 4, 2023, in which the pair discussed that s.82 issues which were to be raised. This is reflected in the adjournment sheet. However, as of the date of the hearing, the Tenant did not comply with s.82(2) of the Act and no written list of issues has ever been provided to the Landlord or the Board.
15. The Tenant says that he has a disability and suffers from cognitive issues particularly regarding his memory. He also states he had been robbed and this led to having lost or evidence which was missing. The Tenant also says he has a large volume and file size of evidence to submit to the portal. He also submits he has new evidence. However, he has been unable to submit these documents because of the limitations of the portal, and he had been working with LTB staff to find a way to provide this evidence. However, no such request is found on the Tribunals Ontario Portal ('portal').
16. The Tenant had been represented on June 4, 2024. The L1/L2 application was filed with the Board on January 24, 2023. The Tenant had 15 months to gather that evidence and was aided by his representative who could have ensured that any evidence was properly uploaded to the portal.
17. The Tenant also advised he had to leave to take his partner to a specialist medical appointment. He advised he needed to leave by 11:00 a.m. The matter was heard first so that he would be afforded an opportunity to leave should he need to. Further, the Landlord advised that they would be amending their application which would result in a significantly shorter hearing which could then be dealt with before 11:00 a.m. The prejudice to the Tenant in this instance was largely avoided because the matter was dealt with by about 11:05 a.m.
18. Additionally, I note the Tenant was sent a copy of the Notice of Adjourned Hearing by the Board on May 5, 2026. Presumably the Tenant would have known about the medical appointment well in advance and could have provided his unavailable dates including the hearing date to the Board earlier. Conversely, the Tenant could have requested an adjournment on consent in advance of the hearing. He did neither.

20. Finally, the Divisional Court has found in *Wang v. Oloo*, 2023 ONSC 1028 (CanLII), that a doctor's note must include information to enable the Tribunal to determine whether an adjournment should be granted. In this matter, there is no doctor's note in the evidence that the Board was pointed to. Further, the appointment was not for the Tenant. Rather, it was for the Tenant's partner.
21. The Landlord's amendment also meant that a large volume of the Tenant's evidence that he wished to provide would no longer be necessary to dispute the Landlord's claims.
22. However, the Tenant has not filed any s.82 allegations despite having been ordered by the Board to do so June 26, 2024. Given the Tenant has had two and a half years to provide this information and has not done so, I find that any section 82 claim would be beyond the limitation period found in s. 29(2) of the Act. Further, I do not find that I have the jurisdiction to extend the timelines to allow the Tenant to file a s.82 claim now. (See *Naughton et al v Sigouin*, 2025 ONLTB16160 (CanLII)).
23. The Tenant also referred to cognitive problems and specifically his memory. There is no formal accommodation request in the portal. Regardless, this could be managed in the hearing room by giving the Tenant extra time and taking time to repeat myself or summarize evidence if needed, which was done. It was not clear to me how this disability had any impact on the Tenant's ability to represent himself or provide the requested evidence so that we could proceed. He provided clear and cognizant submissions throughout the hearing.
24. The Tenant also raised that there was insufficient time in the block to hear the matter through to its end and this should be a reason to adjourn the hearing. However, I explained to the Tenant that if it was necessary to adjourn the hearing, I would seize myself and the matter could reconvene at a later date. But at least this way, we could use the time valuably and at least proceed with a portion of the Landlord's application.
25. The Tenant raises that there was no prejudice to the Landlord since the tenancy has already ended long ago. Although I agree the prejudice to the Landlord is less than if arrears of rent were ongoing, this does not equate to no prejudice to the Landlord who has been waiting to have the matter adjudicated upon since January 2023. Further, the Landlord has paid representatives who have had to attend each of these dates.
26. Notably there is prejudice to the Board as well who bears the responsibility of ensuring that matters are rescheduled. I brought to the Tenant's attention s.183 of the Act and the Board's obligations to hear matters in a manner which is expeditious. Further, the Tenant's own witnesses have been inconvenienced pursuant to summons which were issued on three separate occasions.
27. Finally, the Tenant stated that one witness – DT – had suffered a serious medical incident which has affected his health, specifically his memory. DT also indicated when he attended that he could not be present for the entire day. However, it seems to me that if DT had suffered a serious medical incident which affected his memory, his evidence may be of limited utility given the passage of time since the matter was first filed with the Board.

28. The other witness, the Tenant says, also needed time to review and collect evidence. Again, the parties have had 3.5 years to do so. If it was not done by now, then in my view, it is not the basis for yet a further adjournment request.
29. Finally, in considering the Tenant's request to adjourn the hearing, I determined that the Tenant has had an adequate opportunity to know the issues and be heard on the matter. The Board's decision to deny the adjournment request is consistent with findings of the Divisional Court in *MacMillan v. Martin*, 2025 ONSC 561, in which the Court dismissed the appeal of the Landlord, stating:
- “The LTB Chair heard and considered the Landlord's agent's submissions for the adjournment request, weighed those submissions against the LTB's Interpretation Guidelines, and exercised his discretion accordingly. The Landlord is not able to point out any error in principle committed by the Member in exercising his discretion to refuse the adjournment request. The Member exercised his discretion in the interests of justice on the facts that he found based on the evidence before him, after hearing the submissions of both parties, and considering the rules and procedures of the LTB. That is the exact thing that the Legislature wants the LTB to do and excludes this Court from reconsidering. There simply is no arguable issue of law raised on procedural fairness grounds.”
30. For the reasons above, I denied the Tenant's request adjourn the hearing. The matter proceeded.

Landlord's L1 Application

31. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
32. The Tenant was in possession of the rental unit on the date the application was filed.
33. The Tenant vacated the rental unit on March 8, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit
34. The lawful rent is \$1,500.00. It was due on the 1st day of each month.
35. The Tenant has not made any payments since the application was filed.
36. The rent arrears owing to March 8, 2023, are \$15,591.84.
37. There is no last month's rent deposit on file. The parties had been to the Board on a prior application, and the deposit was taken into affect on that file.
38. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
39. The Tenant disputes the arrears. However, similar to the other evidence the Tenant referred to, he has failed to submit any evidence to dispute the Landlord's claim.

40. The Tenant disputes that the tenancy agreement identifies him as the Tenant. Rather, the tenancy agreement states the lawful Tenant is Shawn Charles Hepburn. The Tenant identified himself during the hearing as Shane Corlett (Doc-676109, pgs 13-20).
41. The Landlord submits that this was the name the Tenant provided at the commencement of the tenancy.
42. In reviewing the Board's records, I note the party in the portal identified as "Shawn Charles Hepburn" has an e-mail address which correlates to the same e-mail address that Shane Corlett used to upload late evidence to support his adjournment request. Further, the Tenant used the same e-mail address to file a T5 application (File #LTB-T-016586-24) against the Landlord. In that application, the Tenant uses the name Shawn Charles Shane Charles Hepburn Corlett.
43. Given the Tenant used both names in his T5 application, I find that it was appropriate for the Landlord to list both names in the L1/L2 applications. For the sake of clarity, I have amended the application slightly to indicate the Tenant uses both names. I can find no prejudice to either party in doing so.

Landlord's L2 Application

44. The Landlord also seeks an order for unpaid utilities totalling \$1,122.07 for unpaid Enbridge gas utility bills (Doc-676109, pg 16). The lease indicates the Tenant is to pay for heat. Invoices for the period between January 19, 2022, through November 17, 2022, were submitted into evidence; the Landlord adjusted the bills to reflect only the days in which the Tenant was in possession (Doc-676109, pgs 21-66).
45. The Tenant raises that he is not the named tenant in the lease, therefore, he is not responsible for any part of the arrears or utilities claimed by the Landlord. Further, the party who is named on the Enbridge bills is the Landlord.
43. If I was to find this to be true, that the Tenant was not a party to the lease, then this would also have the effect of relinquishing any rights the Tenant would have under the Act, including the Tenant's T5 application. Regardless, the service address indicated on the utility bill is the same as the rental address. I have already found that the Tenant has used both names in his interactions with the Landlord and the Board. Lastly, the lease indicates the Tenant is to pay for the heat utility. An order shall issue.

The Tenant's Behaviour

46. Throughout the hearing, the Tenant was very disruptive and required repeated warnings that he must not interrupt or speak over myself or the other participants. The Tenant states that his behaviour was as a direct result of his disability. However, the Tenant did not produce any corroboratory documentation to support how his disability would have affected his ability to regulate his behaviour, nor did he advance any reasonable accommodation request to explain how the Board could accommodate this disability beyond allowing the Tenant to continue to be disruptive.

Board's costs

47. The Board's Guideline # 3, states that "conduct is unreasonable if it causes undue expense or delay." It also says that "An order for Board costs is appropriate in cases in which the adjudicative costs to the public have been unjustifiably increases by the unreasonable conduct or omission of a party..."
48. The Tenant was told on several occasions to move on yet repeatedly argued with me after being given explanations as to the reason I would not allow a particular argument or would not agree to adjourn the matter. Further, the Tenant has failed to abide by two separate orders of the Board, nor did the Tenant provide any corroboratory evidence to substantiate (i) his behaviour or disability-related accommodations, or (ii) the reasons for failing to adhere to the Board's prior interim orders.
49. The behaviour continued resulting in Board issuing Board costs totalling \$200.00. Time is the Board's most precious resource. The amount of time the Tenant wasted by persisting in arguing for an adjournment and interrupting and interfering with the hearing process vastly outweighed the actual amount of time necessary for the hearing.

Party Costs

50. The Landlord requested party costs. I am inclined to award these costs. The Tenant has not cooperated with providing the requested medical information as found in the February 11, 2025, adjournment sheet, nor has the Tenant complied with either interim Board order. The matter has now been awaiting adjudication for 3.5 years. The Tenant also maligned the character of the Landlord's Representative, AD, stating that he had manufactured an illness resulting in the first adjournment.
51. Rule 23.2 of the Board's Rules of Procedure states that representation costs may not exceed \$100.00 per hour. Therefore, I find that the Landlord is entitled to \$100.00.
52. This is calculated at 1 hour of wasted time. The actual time spent hearing the Tenant's request for an adjournment should have, in my estimation, taken about 30 minutes. Instead, it took 1.5 hours. It was not until about 11:30 that the substantive portion of the hearing could be heard. This resulted in 1 hour of time that the Landlord had to pay legal fees because of the unreasonable conduct on behalf of the Tenant.

Tenant's Ability to Participate in the Hearing

53. The Tenant called into the hearing room prior to the hearing beginning. He advised at this point that he was seeking an adjournment. I explained that he would need to wait until we were on the record to raise his preliminary issue.
54. After the preamble, I called this matter first so that I could hear the Tenant's request for an adjournment. The submissions from the Tenant went on for about one hour, at which point I advised the Tenant we would not be adjourning, and the matter proceeded.

55. After about one hour of hearing time, the Tenant stated that he was having difficulty staying connected to the hearing. He fell off the call several times. However, at about one hour and twenty minutes into the call, I turned to the Landlord's Representative for submissions to respond to the Tenant's request for an adjournment.
56. The Landlord's Representative submits that the Tenant has stated the exact same reasons requesting an adjournment at each of the prior proceedings. In addition, the Landlord's Representative alleged that the Tenant had previously indicated that he would intentionally waste the Landlord's time at any and all future Board-related hearings.
57. The Tenant then alleged that the hearing for arrears had gone ahead in his absence. The record indicates the Tenant was present in the room at 01:40:50. The Tenant stated at 01:47:19 that the record had "cut out" and asked to have the information repeated, which was done. At 01:48:56, the Tenant stated he again was unable to connect or hear the matter.
58. However, the Tenant made submissions about the lease (par 40) and about the utility charges (par 45).
59. At 01:56:06, the Tenant was asked to unmute. He stated he could not hear me clearly. Between 01:56:06 through 01:58:28, the Tenant continued to raise matters which I had already made findings on. For example, the Tenant again raised the issue of the two witnesses that he wanted to give evidence. The matter concluded at 01:58:45. The parties were excused from the hearing room. The Tenant was advised at 01:58:52 that he was free to go.
60. At 02:08:14, the Tenant rejoined the room stating he did not hear the hearing for the last eight minutes. I explained the matter had concluded. The Tenant refused to leave the hearing room and repeatedly interrupted the matter which was before me despite being advised that the Landlord was not longer in the room and therefore, I could not hear any further submissions. The Tenant was muted several times. The matter was stood down at 02:12:23. When I returned to the record at 02:12:25, the Tenant had hung up.
61. The Tenant stated he had not heard the last eight minutes of the hearing and said the hearing was held in his absence. However, I do not find this to be borne out by the facts. The last time the Tenant was heard on the record was 01:56:06. The matter concluded at 01:58:45. At that time, the Tenant was still present in the room. In the eight minutes the Tenant suggested he had not been a party to the matter, it was not this matter that was being discussed. Further, the Tenant had an opportunity to give evidence and submissions in response to the Landlord's applications.
62. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 8, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$16,914.91:

- \$15,591.84 for rental arrears owing from May 2022 to March 8, 2023;
- \$1,122.07 for the Landlord's out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs;
- \$201.00 for the cost of filing this application.

3. The Tenant shall also pay to the Landlord party costs totalling \$100.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.
5. On or before July 26, 2026, the Tenant shall also pay to the Board costs of \$200.00.

June 26, 2024
Date Issued

Jane Dean
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 fine/costs can only be paid by money order, bank draft or certified cheque, 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. Note, Service Ontario cannot accept cash, debit, or credit card payments.

Instructions for paying money into the Board.

The Board has a trust account with the Canadian Imperial Bank of Commerce (CIBC). A party's payment is deposited into this account.

Attached is a "Deposit Acceleration Slip" (deposit slip) from the Board. It has the Board's trust account number on it.

To make a payment into the LTB you must follow these steps:

Certified cheque, money order, bank draft or cash in the amount required to be paid.

Write your name and application file number on the slip. Take the deposit slip and your payment to any CIBC. The bank will take your payment, deposit it in the Board's trust account, date stamp and sign your deposit slip and give you a copy of your deposit slip for you to return it to the LTB.

You must show the Board that you made this payment. You may do so by taking a copy of the stamped and signed deposit slip and:

- give a copy to a designated [designated ServiceOntario office](#)
- upload a picture or scanned copy of the deposit slip directly to your file in the [Tribunals Ontario Portal](#) under "Deposit Slip – Payment In". (This is the fastest option.)
- send a copy by email at LTBPayments@Ontario.ca with the **file number** and "**Deposit Slip - Payment In**" in the subject line.
- use mail, courier, or express post to send it to an LTB regional office.

Please keep in mind that regular mail and providing a copy to Service Ontario can take 10 days or more to process.

