

Court File No.: 107/22

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

B E T W E E N:

MEDALLION CORPORATION

Landlord/Respondent

- and -

ISAAC BON HILLIER and MARITZA ORTIZ

Tenants/Appellants

RESPONDENT'S COMPENDIUM

DATE: June 5, 2023

COHEN HIGHLEY LLP

255 Queens Avenue, 11th Floor
London, On N6A 5R8
Tel: (519) 672-9330
Fax: (519) 672-5960

Kristin A. Ley, LSO #55057J
Email: ley@cohenhighley.com

Lawyers for the Landlord (Respondent)

TO: **ISAAC BON HILLIER and MARITZA ORTIZ**

2709-565 Sherbourne Street
Toronto, Ontario M4X 1W7
Tel: 416-841-1831
Email: isaac@henrycase.org

Self-Represented Appellant (Responding Party)

AND TO: **TRIBUNALS ONTARIO**

Social Justice Division
Landlord and Tenant Board
Legal Services Branch
15 Grosvenor Street, Ground Floor
Toronto, ON M7A 2G6
Tel: (416) 326-2000
Fax: (416) 314-2379
Attention: Valerie Crystal
Email: Valerie.Crystal@ontaio.ca

Lawyers for the Landlord and Tenant Board

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ZIPORA: 2709-565



TENANCY AGREEMENT dated the 01 day of DECEMBER, 2010

Made pursuant to the provisions of the Residential Tenancies Act, S.O. 2006, Chap 17, thereafter the "R.T.A."

BETWEEN: MEDALLION CORPORATION (Landlord)
304 970 Lawrence Avenue West, Toronto, Ontario M6A 3B6 (Landlord's Current Address)

NOTE: This is the legal name and address of the Landlord to be used for the purpose of giving notices or other documents under the R.T.A and this Lease. Tenant acknowledges the name and address of the Landlord are subject to change and in such event, the Tenant will direct notices accordingly to the new Landlord.

AND: ISAAC BON (Tenant) D.O.B. 19-Feb-1982

AND: MARITZA E O ORTIZ (Tenant) D.O.B. 04-Aug-1973

RENTED PREMISES: 1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord. 2709 565 Sherbourne Street, Toronto, Ontario, M4X 1W7

PARKING: hereinafter referred to as the Rented Premises, and the following parking privileges for private passenger automobiles
OUTSIDE: n/a SPACE NO: n/a DECAL NO: n/a UNDERGROUND: n/a SPACE NO: n/a DECAL NO: n/a

In the event that no parking space is available and the Landlord so notifies the Tenant, the Tenant agrees he will not use the Landlord's lands or any part thereof for parking or storing, temporarily or otherwise, a motor vehicle.

USE OF PREMISES: 2. The Tenant agrees to use the rented premises as a residential apartment and for no other purpose; to abide by the covenants, agreements, rules and regulations of this agreement, and not to allow the rented premises to be occupied by anyone other than the persons listed below:

OTHER OCCUPANTS: NAME: N/A D.O.B. NAME: N/A D.O.B.

TERM 3. The Tenant shall occupy the Rented Premises, subject to the present Tenant vacating, for a term beginning on the 01 day of DEC., 2010 and ending on the 30 day of NOV., 2011.

Pro-Rated A pro-rated rent of \$ n/a is to be paid in advance to cover the period from the n/a day of n/a, 20 n/a to the last day of n/a, 20 n/a.

subject to the terms of this Agreement. If the Landlord is unable to give possession of the Rented Premises on the commencement of the term for any reason, including, but not limited to construction delays or an over-holding Tenant, the Landlord shall not be subject to any liability to the Tenant or occupants and shall give possession as soon as the Landlord is able to do so.

RENT 4. (a) The Tenant agrees to pay the Landlord, at the Landlord's office or such place as directed in writing from time to time by the Landlord:

Table with 2 columns: Description of rent items (Rental Cheques, Parking Privileges, Additional Services) and Amount (\$1,200.00). Total Monthly Rent payable in advance \$1,200.00.

SERVICES The Tenant, in addition to the Monthly Rental, agrees to pay the following services applicable to the Rented Premises: Electricity YES NO Hot Water Heater YES NO Gas YES NO Other (specify) PHONE YES NO

SCHEDULE(S) Schedule(s) attached hereto are part of this Agreement.

- 5. Rent paid by anyone other than the Tenant named in this Agreement shall be deemed to have been paid on behalf of the Tenant.
(a) Arrears of rent shall bear interest at the rate of 2% per month compounded monthly...
(b) (i) All payments herein are to be made by direct debit, money order or certified cheque only...
(ii) If the monthly Rental is paid by cheque and the cheque is not honoured at the bank upon which it is drawn, the Tenant shall pay to the Landlord, in respect of the dishonoured cheque, the sum of \$ 25.00 as a service and administrative charge...

PREPAID RENT 6. The Tenant agrees to deposit with the Landlord the sum of \$ 1,200.00 as prepaid rent to be applied toward payment of the rent for the last rent period of the tenancy.

LEGAL COSTS 7. Tenant covenants to pay to the Landlord on demand all reasonable legal costs, charges and expenses (as between a solicitor and his own client) which may be incurred by the Landlord in taking, recovering and keeping possession of the rented premises or collecting rent and generally in any other proceeding taken in connection with this Tenancy Agreement...

LOCKS 8. The Tenant hereby consents to any change of locks in the building in which the rented premises are located, save and except the doors leading directly into the rented premises, and agrees to not add or change any locks without written consent.

CARE OF PREMISES 9. The Landlord covenants to keep the rented premises in a good state of repair and the Tenant agrees to keep the rented premises in a reasonable state of cleanliness and not to make alterations or decorate, without approval in writing from the Landlord.

ASSIGNMENT AND SUB-LET RIGHT OF ENTRY 10. The Tenant covenants not to assign or sublet the rented premises without leave. Such leave shall not be arbitrarily or unreasonably withheld. The Tenant shall pay the Landlord's reasonable expenses incurred thereby.

11. The Tenant agrees that the Landlord shall be entitled to enter the rented premises and view the state of repair and make such repairs and alterations as necessary. Such entry to be made in accordance with the Residential Tenancies Act.

- CONDITIONS OF PREMISES 12. The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodelling or decorating of or installation of equipment or fixtures in the rented premises except such, if any, as are expressly set forth in this Tenancy Agreement.
- DELIVERY SERVICES RULES 13. The Landlord shall have the right to limit access to the building by delivery services where such services are not in the best interest of the building or its occupants.
- 14. The Tenant agrees to comply with each of the rules and regulations as outlined in Section 15 as they may from time to time be amended modified or added to upon notice to the Tenant by the Landlord.
- TENANT FURTHER COVENANTS 15. The Tenant further covenants
 - (a) To deliver the keys of the rented premises, and the premises of the Landlord, on termination of this Tenancy Agreement
 - (b) That private automobiles will be parked only in spaces allotted to them from time to time by the Landlord and not in any other parking space unless authorized in writing by the Landlord. The Landlord will be furnished with such information as may be required to identify each automobile. The Tenant will affix to his automobile such marker as may be designated by the Landlord.
 - (c) That signs, advertisements or notices will not be posted or inscribed on any part of the building.
 - (d) That no awning, shade, flowerbox, aerial, air conditioning unit, nor any other item will be erected over or placed outside any window, door, or balcony without the written approval of the Landlord.
 - (e) That balconies will not be used for the hanging or drying of clothes, for barbecuing, storage, or for TV satellite dishes or antennae.
 - (f) Not to do or omit to do, or permit anything to be done or omitted to be done, in the rented premises, or bring or keep anything therein which will in any way create a risk of fire or other damage to the premises, or cause an increase in the premium of fire insurance on the building or contents.
 - (g) That no dog, cat, noisy bird, reptile or other animal will be kept or allowed on or about the rented premises.
 - (h) Not to cause or permit any noise or interference by an instrument or other device, which in the opinion of the Landlord is disturbing to the comfort of other Tenants.
 - (i) To place rugs to suppress noise which might disturb neighbouring Tenants.
 - (j) To only remove household furniture and effects from the premises at a time and in a manner previously consented to by the Landlord.
 - (k) That the sidewalks, entries, passageways and stairways used in common will not be obstructed or used by the Tenant for any other purpose than proper access to and from the rented premises. Bicycles shall not be admitted or carried into the building through the main public entrance or in the elevators or main halls, but must be kept in areas designated by the Landlord.
 - (l) Not to bring into the rented premises or into the building any stove, refrigerator, washing machine, clothes dryer, dishwasher, air conditioners or TV satellite dishes or antennae without written approval from the Landlord.
 - (m) That drapes and blinds provided by the Landlord will not be removed from the windows of the rented premises without the written approval of the Landlord.
 - (n) To purchase and maintain sufficient fire and water insurance to cover contents and/or any damage to rented premises caused by the Tenant, his family or guests through neglect or wilful damage as well as Tenant's Legal Liability Insurance.
 - (o) We may provide personal information about tenants or occupants to providers of utilities, services and or commodities to the buildings (including, without limitation, gas, electricity, water, telephone and cable TV).
- RE-ENTRY ELECTRICAL AND MECHANICAL ENTRANCE AND ELEVATORS PROPERTY TAXES IMPROPER USE 16. Proviso for re-entry by the Landlord, subject to the provisions of the R.T.A., on non-payment of rent or non-performance of covenants.
- 17. In the event of a breakdown of electrical or mechanical systems, or electrical appliances - i.e. refrigerators and stoves, the Landlord will not be liable for any loss, damages or personal discomfort, but the Landlord will carry out repairs, not due to Tenant's deliberate act or omission, with reasonable diligence.
- 18. Where applicable, the Landlord agrees to provide the Tenant, his family, visitors and guests with free use of the passenger elevator and common areas at all reasonable times for the purpose of access to the rented premises. In case of damage, the Landlord shall have a reasonable time within which to carry out repairs.
- 19. The Landlord will pay all real property taxes with respect to the rented premises as assessed against the Landlord, provided that if the Tenant wishes to change the assessment for school purposes, he pays any increased costs resulting therefrom.
- 20. The Landlord and Tenant agree that neither, by their own acts or those of their family, servants, guests or agents, will do anything upon the premises which is objectionable, or which might injure the reputation of the premises. The Landlord agrees to do nothing that is unreasonably disturbing to the Tenant. The Tenant agrees to do nothing unreasonably disturbing to the Landlord or other Tenants.
- NOTICE OF TERMINATION 21. (a) If either the Tenant or the Landlord wishes to terminate the tenancy at the end of the term created by this agreement, then he will give notice to that effect in writing not less than 60 days prior to the expiration of this agreement.
- (b) If either party has given such notice (or any notice terminating the tenancy created by clause (c) hereunder) the rented premises may be shown to prospective Tenants at all reasonable hours after delivery of the notice.
- (c) If no such notice pursuant to this paragraph has been delivered by either party then the Tenant shall become a monthly Tenant at the highest monthly rental payable hereunder and under the terms and conditions herein set out providing that nothing herein shall prevent the parties agreeing to any other terms for said monthly tenancy.
- (d) The Landlord and Tenant further agree that the monthly tenancy created by (c) may be terminated by giving sixty (60) days written notice thereof, to be effective on the last day of the monthly tenancy.
- (e) In the event that the Tenant is obliged to vacate the rented premises on or before a certain date, and the Landlord enters into a tenancy agreement with a third party to rent the rented premises herein described for any period thereafter to such third party, and the Tenant fails to vacate the rented premises on or before the due date, thereby causing the Landlord to be liable to such third party, then the Tenant will (in addition to all other liability to the Landlord for such overholding) indemnify the Landlord for all losses suffered thereby.
- BREACH OF COVENANT 22. (a) Should the Landlord or the Tenant be in breach of any covenant contained herein (except the covenant to pay rent), the other party shall give written notice of such breach providing to the offending party seven (7) days to remedy such breach. Provided that if such breach be remedied there shall be no further liability for the breach.
- (b) If the rented premises are vacant on the rental due date and no payment of rent has been received by the Landlord, it shall be presumed the Tenant has abandoned the rented premises and the Landlord shall be entitled to, and may take, immediate possession of the rented premises.
- LIABILITY 23. The Landlord shall not in any event whatsoever be liable or responsible in any way for
 - (a) any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant or any employee of the Tenant or any member of the Tenant's family, his agents or guests, or any other person who may be upon the rented premises of the Landlord; or
 - (b) any loss of or damage or injury to any property including cars and contents thereof belonging to the Tenant or any member of the Tenant's family or to any other person while such property is on the rented premises or on the premises of the Landlord; or
 - (c) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the rented premises or the premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or quarter; or
 - (d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (e) any damage caused by anything done or omitted to be done by any Tenants of the Landlord.
- 24. Except where otherwise provided by the R.T.A., any notice required or contemplated by any provision of this Agreement shall be deemed to be sufficiently given if served personally, or deemed to be received within 5 days of mailing post prepaid in any one of Her Majesty's Post Offices in the Province of Ontario, in a registered letter addressed to the Landlord as set forth herein, or to the Tenant at the address of the rented premises.
- AMENDMENT OR WAIVER 25. No amendment or waiver of any part of this Tenancy Agreement shall be effective unless the same is in writing and attached to or endorsed on this Tenancy Agreement shall be effective unless the same is in writing and attached to or endorsed on this Tenancy Agreement by the Landlord or his authorized agent, it being specifically understood between the parties hereto that the Landlord's Janitors and Superintendents are NOT authorized agents within the meaning of this clause.

IN WITNESS WHEREOF the Parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED

In the presence of:

 Witness

 Witness

 Witness

MEDALLION CORPORATION

Per: _____ (Seal)

(Landlord)

 (Tenant)

 (Tenant)

RECEIPT OF TENANCY AGREEMENT:

I hereby acknowledge receipt of a fully executed duplicate original copy of the within Tenancy Agreement, this 01 day of December 10 .

 (Tenant)

 Mantya E Orozo

6 Notice to End your Tenancy
 For Interfering with Others, Damage or Overcrowding
N5
 (Disponible en français)

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Isaac Bon Hillier and Maritza E. O. Ortiz	Medallion Corporation
Address of the Rental Unit:	
2709-565 Sherbourne Street, Toronto, ON M4X 1W7	

This is a legal notice that could lead to you being evicted from your home.

The following information is from your landlord

I am giving you this notice because I want to end your tenancy - I want you to move out of your rental unit by the following termination date: 02 / 01 / 2021.

dd/mm/yyyy

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.

- Reason 1:** Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:
 - reasonable enjoyment of the residential complex, and/or
 - lawful rights, privileges, or interests.
- You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.** You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.
- I can apply to the Board immediately for an order to evict you.** This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.
- Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
- You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the Board for an order to evict you.

You can correct the problem(s) by:

- repairing the damaged property.
- or**
- paying me \$. , which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.

What if you agree with the notice?

If you agree with what the landlord has put in this notice, and this is your first *Notice to End your Tenancy* in the past 6 months, you should correct the problem(s) described on page 2 within 7 days after receiving this notice. If you do, the landlord cannot apply to the Board to evict you based on this notice.

The landlord can apply to the Board to evict you if:

- you do not correct the problem(s) within 7 days, or
- this is your second *Notice to End your Tenancy* in the past 6 months.

If the landlord applies to evict you, you do not have to move out. The Board will schedule a hearing which you can attend. However, if the landlord applies to the Board to evict you and the Board orders eviction, you will likely have to pay the landlord's filing fee.

What if you disagree with the notice?

You do not have to move out if you disagree with what the landlord has put in this notice. However, the landlord can apply to the Board for an order to evict you. The Board will schedule a hearing where you can explain why you disagree.

What if you move out?

If you move out of the rental unit by the termination date, your tenancy ends on that date. However, if your landlord gave you this notice because you damaged the rental unit or the residential complex, you may still owe the landlord money for the damage.

What if the landlord applies to the Board?

If the landlord applies to the Board to evict you, the Board will schedule a hearing and send you a copy of the application and the *Notice of Hearing*. The *Notice of Hearing* sets out the date, time and location of the hearing. At the hearing, the landlord will have to prove the claims they made in this notice and in the application and you can respond to the claims your landlord makes.

How to get more information

For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the Board by phone at **416-645-8080** or **1-888-332-3234**. You can visit the Board's website at sjto.ca/LTB.

Signature

Landlord Representative

First Name

M A R K

Last Name

M E L C H E R S

Phone Number

(2 2 6) 4 7 6 - 4 4 4 4

Signature 	Date (dd/mm/yyyy) 11/12/2020
--	---------------------------------

Representative Information (if applicable)

Name Mark Melchers	LSUC # 64734F	Company Name (if applicable) Cohen Highley LLP	
Mailing Address 1001-55 King Street West		Phone Number 226-476-4444	
Municipality (City, Town, etc.) Kitchener	Province ON	Postal Code N2G 4W1	Fax Number 519-576-2830

OFFICE USE ONLY:

File Number

Delivery Method: In Person Mail Courier Email Efile Fax FL

SCHEDULE "A"

Isaac Bon Hillier;
 Maritza E. O. Ortiz
 #2709 - 565 Sherbourne Street
 Toronto, ON M4X 1W7

The following complaints have been registered against Isaac Bon Hiller a leaseholder of suite #2709-565 Sherbourne St:

1. On June 14, 2019 at approx. 6:20pm Management office received a complaint from a tenant from 09 line at 565 Sherbourne Street that their fire speaker is not working.
2. On July 2, 2019 the Fire Prevention contractor (Atlas Fire Alarms) was onsite to trace the 09 riser
3. On July 2, 2019 – The male tenant of apartment #2709-565 Sherbourne Street, met the superintendent in the building lobby and admits that he disconnected the fire speaker in his suite as “the sound hurts his ears”.
4. On July 2, 2019 at approx. 9:45am the assistant superintendent and the fire prevention contractor entered apartment #2709. The assistant superintendent submitted the following report:
 “During the fire speaker inspection of the unit #2709-565 Sherbourne Street the tenant (Isaac) complained about the loud noise of his speaker. The Atlas Fire technician explain it to him that it is a standard noise of a fire speaker, but e says it will damage his ear drum, then he complaint about the monthly fire testing, the false alarm and even the actual fire alarm that why it takes time or prolonged noise before we turn off the alarm. So, I explain it to him about the monthly fire alarm that we need to check the fire speaker on every floor and stairs if it is working properly. Then about the false and actual fire alarm that we need to wait the inspection of the Fire Department when to reset the fire panel. Then I told him to complain in the Fire Department about the Fire Code or in the management office, because I am just doing my job to check his speaker with the technician if it is working properly. Then he says that am just like a German Nazi’s foot solider that the job is killing people because they just doing their job.”

N5, N6, N7 were issued to the tenants (Isaac Bon Hillier and Maritza E. O. Ortiz) on July 10, 2019. The landlord did not act on these evictions notices as they received and apologetic correspondence from Isaac on July 12, 2019.

5. On September 20, 2020 at approx. 12:40pm you entered to the management office without wearing a mandatory mask. A letter was sent to your apartment #2709-565 Sherbourne Street on October 2, 2020 regarding this matter.

SCHEDULE "A"

Isaac Bon Hillier;
Maritza E. O. Ortiz
#2709 - 565 Sherbourne Street
Toronto, ON M4X 1W7

6. On October 28, 2020 at approx. 2:30pm you entered to the management office once again without wearing a mask and starting screaming and verbally abusing the administrative staff. The following were the remarks that were said to the staff:
- Tenant referred to us "as 'Ku Klux Klan' and said we make him feel like shit and do not respect him".
 - Tenant said "this is not the 'Ku Klux Klan' and he has the right to not wear a mask and we have the right to serve him regardless".

Security was called to escort you from the management office due to your behaviour.

7. On October 29, 2020 at approx. 11:07am management received email from the tenant of #2709-565 Sherbourne Street, regarding the mandatory mask letter that was delivered to apartment #2709-565 Sherbourne Street on October 2, 2020. The email body included the original letter sent to the tenant of #2709-565 Sherbourne Street and a dictated version of the Mandatory Mask Bylaw.
8. On December 3, 2020 at approx. 4pm you entered the management office again without wearing a mask to complain about the new common area LED lights and started screaming at Bibi (administrative staff). Bibi asked you to not raise your voice but you didn't listen. You then continued to scream and call Bibi a 'Brown Shirt' just being told what to do. When leaving the office, you started screaming 'Hail Hitler, you fucking cunts and cocksuckers'. You then returned to the office 10 minutes later to apologize to Bibi, in which you said, that when he referred to her as a 'Brown Shirt' he meant that she's one of the 'good Nazi Soldiers' and not the 'bad ones'. Bibi, told you not to refer to her with those terminologies ever again and then you left the office. After 15 minutes you returned again to the office to dump the light on our countertop, while holding a device with a light that you flashed in Bibi's face to try and show how annoying the light is to you. Then on your way out, you mentioned that we shouldn't put up that light again.
9. On December 3, 2020 at approx. 5:30pm 565 Sherbourne Street superintendent was re-installing the light fixture, when you came out of your apartment and starting recording the superintendent. The superintendent asked you to stop recording as you cannot record without his permission, and you replied you know your legal rights. The superintendent left without finishing the lens installation and called both the Property Manager and Senior Property Manager regarding the situation. Superintendent waited a few minutes and then returned to finishing installing the light fixture lens.

The above is in violation of your Lease Agreement, the Residential Tenancies Act; the Fire Code, the Occupational Health and Safety Act, and Medallion Corporation's Workplace Harassment & Violence policy.



File Number

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Address of Rental Unit:

Unit /Apt. /Suite: 2709	Street Address: 565 Sherbourne Street
Municipality (City, Town, etc): Toronto, ON	Postal Code: M4X 1W7

I, MEHAK, certify that on

1	1	/	1	2	/	2	0	2	0
---	---	---	---	---	---	---	---	---	---

,
dd/mm/yyyy

I gave a copy of the following document(s):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Notice of Termination Form # <u>N5</u> | <input type="checkbox"/> Motion to Set Aside an Ex Parte Order |
| <input type="checkbox"/> Application Form # _____ | <input type="checkbox"/> Request to Review an Order |
| <input type="checkbox"/> Notice of Hearing | <input checked="" type="checkbox"/> Other <u>Cover letter, Schedule A</u> |
- (insert name of document)

to the following person(s):

- the tenant the landlord other
Isaac Bon Hillier and Maritza E. O. Ortiz
(insert the name of the person you gave the document to)

- more than one tenant, who is a party to the same application, on the same date and in the same way.
(If you shade this circle, attach a list of the names and addresses of the people you served.)

by the following method of service:

- handing the document(s) to the person(s).
 handing the document(s) to an authorized employee of the landlord.
 handing the document(s) to an adult person in the tenant's rental unit.
 leaving the document(s) in the mailbox, or place where mail is normally delivered.
 placing the document(s) under the door of the rental unit or through a mail slot in the door.
 sending the document(s) by courier to the person(s).
 sending the document(s) by fax to fax number: _____
 sending the document(s) by mail or Xpresspost to the last known address of the person(s), at:

--

- a different method of service (provide details)

--

Notes:

- The only document that can be properly served by posting it to the door of the rental unit is a notice of intent to enter a rental unit given under section 27 of the *Residential Tenancies Act, 2006*, unless a Member orders otherwise pursuant to the Landlord and Tenant Board's Rules of Practice.
- It is an offence under the *Residential Tenancies Act, 2006* to file false or misleading information with the Landlord and Tenant Board.

Signature Landlord Tenant Representative Other

First Name

M	E	H	A	K															
---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Last Name

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Phone Number

(6	4	7)	8	0	7	-	2	0	9	7
---	---	---	---	---	---	---	---	---	---	---	---	---

v. 30/11/2015

Signature (the person who served the documents must sign the form) <u>Mehak</u>	Date (dd/mm/yyyy) 11/12/2020
--	---------------------------------

--

OFFICE USE ONLY:

Delivery Method: In Person Mail Courier Email Efile Fax FL

--	--

To: (Tenant's name) include all tenant names	From: (Landlord's name)
Isaac Bon Hillier and Maritza E. O. Ortiz	Medallion Corporation
Address of the Rental Unit:	
2709-565 Sherbourne Street, Toronto, Ontario M4X 1W7	

This is a legal notice that could lead to you being evicted from your home.

The following information is from your landlord

I am giving you this notice because I want to end your tenancy - I want you to move out of your rental unit by the following termination date: 17 / 05 / 2021.

dd/mm/yyyy

My Reason(s) for Ending your Tenancy

I have shaded the box(es) next to my reason(s) for ending your tenancy. I have also indicated whether this notice is your first or second *Notice to End your Tenancy*.

- Reason 1:** Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or my:
 - reasonable enjoyment of the residential complex, and/or
 - lawful rights, privileges, or interests.
- You have 7 days to stop the activities or correct the behaviour described on page 2 and avoid eviction.** You will not have to move out if you correct the behaviour described on page 2 within 7 days after receiving this notice. However, if you do not correct the behaviour within 7 days, I can apply to the Board for an order to evict you.
- I can apply to the Board immediately for an order to evict you.** This is your **second** *Notice to End your Tenancy* in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.
- Reason 2:** You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
- You have 7 days to correct the problem(s) described on page 2 and avoid eviction.** You will not have to move out if you correct the problem(s) within 7 days after receiving this notice. However, if you do not correct the problem(s) within 7 days, I can apply to the Board for an order to evict you.

You can correct the problem(s) by:

- repairing the damaged property.
- or**
- paying me \$. , which is how much I estimate it will cost to repair the damaged property.
- or**
- replacing the damaged property, if it is not reasonable to repair it.

or

- paying me \$

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, which is how much I estimate it will cost to replace the damaged property if it is not reasonable to repair it.

or

- making arrangements acceptable to me to either:
 - repair or replace the damaged property, or
 - pay me what I estimate it will cost to repair or replace the damaged property.

I can apply to the Board immediately for an order to evict you. This is your **second Notice to End your Tenancy** in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

Reason 3: There are more people living in your rental unit than is permitted by health, safety or housing standards.

You have 7 days to reduce the number of people living in the rental unit to _____
 You will not have to move out if you reduce the number of people living in the rental unit within 7 days after receiving this notice. However, if you do not reduce the number of people living in the rental unit within 7 days, I can apply to the Board for an order to evict you.

I can apply to the Board immediately for an order to evict you. This is your **second Notice to End your Tenancy** in the past 6 months for a reason with a 7-day correction period. You cannot void this notice and I can apply to the Board for an order to evict you.

Details About the Reasons for this Notice

I have listed below the events that have led me to give you this notice, including the dates, times and specific details.

Date/Time	Details of the Events
PLEASE SEE ATTACHED SCHEDULE "A".	PLEASE SEE ATTACHED SCHEDULE "A".

Important Information from the Landlord and Tenant Board

The termination date

If this is your first N5 Notice to End your Tenancy in the past 6 months, the termination date on page 1 must be at least **20 days** after the landlord gave you this notice.

If this is your second N5 Notice to End your Tenancy in the past 6 months, the termination date on page 1 must be at least **14 days** after the landlord gave you this notice.

Note: A landlord cannot give you a second N5 Notice to End your Tenancy unless at least 7 days have passed since the first N5 notice was given.

What if you agree with the notice?

If you agree with what the landlord has put in this notice, and this is your first *Notice to End your Tenancy* in the past 6 months, you should correct the problem(s) described on page 2 within 7 days after receiving this notice. If you do, the landlord cannot apply to the Board to evict you based on this notice.

- The landlord can apply to the Board to evict you if:
- you do not correct the problem(s) within 7 days, or
 - this is your second *Notice to End your Tenancy* in the past 6 months.

If the landlord applies to evict you, you do not have to move out. The Board will schedule a hearing which you can attend. However, if the landlord applies to the Board to evict you and the Board orders eviction, you will likely have to pay the landlord's filing fee.

What if you disagree with the notice?

You do not have to move out if you disagree with what the landlord has put in this notice. However, the landlord can apply to the Board for an order to evict you. The Board will schedule a hearing where you can explain why you disagree.

What if you move out?

If you move out of the rental unit by the termination date, your tenancy ends on that date. However, if your landlord gave you this notice because you damaged the rental unit or the residential complex, you may still owe the landlord money for the damage.

What if the landlord applies to the Board?

If the landlord applies to the Board to evict you, the Board will schedule a hearing and send you a copy of the application and the *Notice of Hearing*. The *Notice of Hearing* sets out the date, time and location of the hearing. At the hearing, the landlord will have to prove the claims they made in this notice and in the application and you can respond to the claims your landlord makes.

How to get more information

For more information about this notice or your rights, you can contact the Landlord and Tenant Board. You can reach the Board by phone at **416-645-8080** or **1-888-332-3234**. You can visit the Board's website at tribunalsontario.ca/ltb.

Signature

Landlord Representative

First Name


M A R K

Last Name

M E L C H E R S

Phone Number

(2 2 6) 4 7 6 - 4 4 4 4

Signature 	Date (dd/mm/yyyy) 30/04/2021
--	---------------------------------

Representative Information (if applicable)

Name Mark Melchers	LSUC # 64734F	Company Name (if applicable) Cohen Highley LLP	
Mailing Address 1001-55 King Street West		Phone Number 226-476-4444	
Municipality (City, Town, etc.) Kitchener	Province Ontario	Postal Code N2G 4W1	Fax Number 519-576-2830

OFFICE USE ONLY:

File Number

Delivery Method: In Person Mail Courier Email Efile Fax FL

SCHEDULE "A" TO THE FORM N5

2709-565 Sherbourne Street, Toronto, Ontario M4X 1W7 (the "Rental Unit")

1. Isaac Bon Hillier ("Mr. Bon Hillier") and Maritza E. O. Ortiz (together, the "Tenants") are the residential tenants of the Rental Unit. Medallion Corporation (the "Landlord") is the Tenants' landlord relative to this tenancy.
2. The Landlord accepts that Mr. Bon Hillier is exempt from the requirement to wear a face mask, but he has been advised that he is still required to adhere to other COVID-19-related protocols that are in place in the residential complex, including physical distancing in the indoor common areas of the residential complex.
3. On February 19, 2021 at approximately 1:51 p.m., Mr. Bon Hillier was in the common area of the residential complex on the main floor, near the elevators. At the same time, the Landlord's cleaner was in elevator #5 in the residential complex with another female. When the elevator reached the main floor, the door opened and the other female exited the elevator. The cleaner remained on the elevator because she was going to the lower parking level.
4. Mr. Bon Hillier was not wearing a mask or other face covering, and attempted to enter the elevator. The cleaner told Mr. Bon Hillier that he could not enter the elevator with her because he was not wearing a mask or face covering. This caused Mr. Bon Hillier to become furious. The cleaner pressed the "door close" button, and once it closed, she heard a loud bang and screaming.
5. At the same time, the Landlord's security guard was in the security change room, located near the elevators on the main floor of the building, and heard the loud bang and a loud male voice scream "Fuck".
6. It was later determined upon review of the security camera footage that after the elevator door closed, Mr. Bon Hillier kicked the elevator door, and was the person heard screaming.
7. On February 25, 2021, the Landlord issued a warning letter to the Tenants about Mr. Bon Hillier's conduct on February 19, 2021, described above. The letter described this incident in detail and demanded that Mr. Bon Hillier immediately cease any conduct within the residential complex that substantially interferes with the Landlord's reasonable enjoyment of the residential complex for all usual purpose or with its lawful rights, privileges, and interests. It also warned that if such conduct continues, the Landlord would issue a notice of termination of the Tenants' tenancy and may proceed with an Application to the Landlord and Tenant Board to seek an order terminating the tenancy.
8. On April 21, 2021, Mr. Bon Hillier was on an elevator with another tenant of the residential complex. Mr. Bon Hillier was not wearing a mask or other face covering and began

mocking the other tenant for wearing a face mask. Mr. Bon Hillier also recited pseudoscience about masks compromising people's immune systems. The other tenant told Mr. Bon Hillier that he was making the other tenant's life more difficult during the pandemic. Mr. Bon Hillier then started yelling obscenities at the other tenant.

9. When Mr. Bon Hillier and the other tenant exited the elevator into the main floor lobby, Mr. Bon Hillier continued yelling obscenities at the other tenant. At that point, two of the Landlord's security guards were walking toward the security change room to perform their shift change. When they approached the area where the elevators are located, they heard loud yelling coming from in between the elevators, and saw and heard Mr. Bon Hillier yelling loudly at the other tenant while standing very close to the other tenant's face and pointing his finger in the other tenant's face in an animated manner.

10. One of the security guards told Mr. Bon Hillier to stop screaming and step away from the other tenant. The security guard then asked Mr. Bon Hillier what happened. Mr. Bon Hillier advised that his conduct was in response to the other tenant telling him that he needs to wear a face mask or other face covering. The security guard asked Mr. Bon Hillier where he was going. Mr. Bon Hillier said that he was leaving the building, and the security guard told him to go.

11. The security guards then asked the other tenant if he was okay. The other tenant was concerned because he already has to attend the hospital 3-4 times per week, and is now even more concerned about his health because of Mr. Bon Hillier's conduct, described above. The other tenant then walked away without saying anything further, and appeared to be in shock, frustrated, or angry. The Landlord's security guard later followed up with the other tenant, who explained that Mr. Bon Hillier has mocked him as well as other tenants for wearing face masks on previous occasions. The other tenant is immunocompromised, and is concerned that Mr. Bon Hillier will engage in similar conduct again when he sees him in the future.

12. By engaging in the conduct described above, Mr. Bon Hillier has:

- i. Substantially interfered with another tenant's reasonable enjoyment of the residential complex for all usual purposes;
- ii. Substantially interfered with the Landlord's reasonable enjoyment of the residential complex for all usual purposes; and
- iii. Substantially interfered with the Landlord's lawful rights, privileges, and interests.

13. This Form N5 is issued pursuant to section 68 of the *Residential Tenancies Act, 2006*, and the Landlord therefore seeks termination of the Tenants' tenancy.



Address of Rental Unit:

Unit /Apt. /Suite: 2709	Street Address: 565 Sherbourn Street
Municipality (City, Town, etc): Toronto	Postal Code: M4X 1W

I, **JONATHAN BAILEY**, certify that on 30/04/2021
dd/mm/yyyy

I gave a copy of the following document(s):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Notice of Termination Form # N5*2
<input type="checkbox"/> Application Form # _____
<input type="checkbox"/> Notice of Hearing | <input type="checkbox"/> Motion to Set Aside an Ex Parte Order
<input type="checkbox"/> Request to Review an Order
<input checked="" type="checkbox"/> Other Schedule "A"
<small>(insert name of document)</small> |
|---|--|

to the following person(s):

- the tenant the landlord other
Isaac Bon Hillier and Maritza E. O. Ortiz
(insert the name of the person you gave the document to)

more than one tenant, who is a party to the same application, on the same date and in the same jurisdiction.
(If you shade this circle, attach a list of the names and addresses of the people you served.)

by the following method of service:

- handing the document(s) to the person(s).
- handing the document(s) to an authorized employee of the landlord.
- handing the document(s) to an adult person in the tenant's rental unit.
- leaving the document(s) in the mailbox, or place where mail is normally delivered.
- placing the document(s) under the door of the rental unit or through a mail slot in the door.
- sending the document(s) by courier to the person(s).
- sending the document(s) by fax to fax number: _____
- sending the document(s) by mail or Xpresspost to the last known address of the person(s),

- a different method of service (provide details)

Notes:

- The only document that can be properly served by posting it to the door of the rental unit is a notice of termination of a rental unit given under section 27 of the *Residential Tenancies Act, 2006*, unless a Member orders otherwise pursuant to the Landlord and Tenant Board's Rules of Practice.
- It is an offence under the *Residential Tenancies Act, 2006* to file false or misleading information with the Landlord and Tenant Board.

Signature Landlord Tenant Representative Other

First Name J O N A T H A N

Last Name B A I L E Y

Phone Number (416) 498-4000

Signature (the person who served the documents must sign the form) 	Date (dd/mm/yyyy) 30/04/2021
--	--

OFFICE USE ONLY:

Delivery Method: In Person Mail Courier Email Efile Fax FL



Read the instructions carefully before completing this form. Print or type in capital letters.

PART 1: GENERAL INFORMATION

Address of the Rental Unit Covered by This Application

Street Number	Street Name	
5 6 5	S H E R B O U R N E	
Street Type (e.g. Street, Avenue, Road)	Direction (e.g. East)	Unit/Apt./Suite
S T R E E T		2 7 0 9
Municipality (City, Town, etc.)	Prov.	Postal Code
T O R O N T O	O N	M 4 X 1 W 7

Landlord's Name and Address

First Name (If there is more than 1 landlord, complete a *Schedule of Parties* form and file it with this application.)

Last Name

Company Name (if applicable)

M E D A L L I O N C O R P O R A T I O N

Street Address

9 7 0 L A W R E N C E A V E N U E W E S T

Unit/Apt./Suite	Municipality (City, Town, etc.)	Prov.	Postal Code
3 0 4	T O R O N T O	O N	M 6 A 3 B 6

Day Phone Number

(4 1 6) 2 5 6 - 3 9 0 0

Evening Phone Number

() -

Fax Number

() -

E-mail Address

OFFICE USE ONLY

File Number

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E-FILE DATE RECEIVED



Tenant Names and Address

Tenant 1: First Name (If there are more than 2 tenants, complete a *Schedule of Parties* form and file it with this application.)

I	S	A	A	C																																		
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Tenant 1: Last Name

B	O	N	H	I	L	L	I	E	R																												
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Tenant 2: First Name

M	A	R	I	T	Z	A	E	.	O	.																											
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Tenant 2: Last Name

O	R	T	I	Z																																	
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Mailing Address (if it is different from the address of the rental unit)

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Unit/Apt./Suite

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Municipality (City, Town, etc.)

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Prov.

--	--

Postal Code

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Day Phone Number

()							-		
---	--	--	---	--	--	--	--	--	--	---	--	--

Evening Phone Number

()							-		
---	--	--	---	--	--	--	--	--	--	---	--	--

Fax Number

()							-		
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E-mail Address

I	S	A	A	C	@	H	E	N	R	Y	C	A	S	E	.	O	R	G																			
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Related Applications

If you or your tenant filed other applications that relate to this rental unit and those applications have not been resolved, list their file numbers below.

File Number 1

--	--	--	--	--	--	--	--	--	--	--	--

File Number 2

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Is the Tenant Still in Possession of the Rental Unit?

The tenant must be in possession of the rental unit when you file this application, unless you are applying for Reason 2 (because you believe the tenant abandoned the rental unit).

Shade the appropriate circle completely to answer whether the tenant is still in possession of the rental unit on the date you file this application.

Yes No If you answer no, you cannot file this application unless you are applying for Reason 2.



PART 2: APPLYING TO END A TENANCY

If you want the LTB to end the tenancy and evict the tenant, shade the box completely next to your reason for applying.

I am applying to evict the tenant because:

Reason 1: I gave the tenant one of the following *Notices to End your Tenancy*.

Shade the box(es) completely next to the notice(s) you gave the tenant and on which you are basing this application. Also indicate the termination date in the *Notice to End your Tenancy* in the space provided.

- Notice **N5:** *Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding.*
- Notice **N6:** *Notice to End your Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit.*
- Notice **N7:** *Notice to End your Tenancy for Causing Serious Problems in the Rental Unit or Residential Complex.*
- Notice **N8:** *Notice to End your Tenancy at the End of the Term.*
- Notice **N12:** *Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit.*
- Notice **N13:** *Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use.*

What is the termination date in the notice you selected above?

1	7	/	0	5	/	2	0	2	1
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dd/mm/yyyy

Reason 2: I believe the tenant abandoned the rental unit.

The tenant must owe arrears of rent for the LTB to determine that the tenant abandoned the rental unit.

Please explain: Why do you believe the tenant abandoned the rental unit?

Attach more sheets, if necessary

Reason 3: The tenant occupies a superintendent's unit and their employment as superintendent ended.

The tenant's employment ended on:

		/			/				
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dd/mm/yyyy



If you are applying for Reason 1, you may also apply for the following charges:

- The tenant must pay the bank charges and related administration charges for NSF cheques the tenant gave me. I have calculated the NSF cheque related charges in the table below.

Cheque Amount \$	Date of Cheque dd/mm/yyyy	Date NSF Charge Incurred dd/mm/yyyy	Landlord's Administration Charge \$	Landlord's Administration Charge \$	Total Charge \$
Total NSF Related Charges Owing \$					

Attach additional sheets if necessary.

Information about the tenant's rent and rent deposit

You must provide the following information to help the LTB determine the amount of money the tenant may owe you.

The current rent is: \$

The amount of rent on deposit: \$

The date the rent deposit was collected:
dd/mm/yyyy

The last rental period for which the tenant was paid interest on the rent deposit: to
dd/mm/yyyy dd/mm/yyyy



PART 4: SIGNATURE

Landlord/Representative's Signature

MARK MELCHERS

0 4 / 0 5 / 2 0 2 1
dd/mm/yyyy

Who has signed the application? Shade the circle completely next to your answer.

- Landlord Legal Representative

Information About the Legal Representative

First Name

M A R K

Last Name

M E L C H E R S

LSUC #

6 4 7 3 4 F

Company Name (if applicable)

C O H E N H I G H L E Y L L P

Mailing Address

5 5 K I N G S T R E E T W E S T

Unit/Apt./Suite

1 0 0 1

Municipality (City, Town, etc.)

K I T C H E N E R

Prov.

O N

Postal Code

N 2 G 4 W 1

Day Phone Number

(2 2 6) 4 7 6 - 4 4 4 4

Evening Phone Number

() -

Fax Number

(5 1 9) 5 7 6 - 2 8 3 0

E-mail Address

M E L C H E R S @ C O H E N H I G H L E Y . C O M



Collecting Personal Information

Under section 185 of the *Residential Tenancies Act, 2006*, the Landlord and Tenant Board has the right to collect the personal information requested on this form. We use the information to resolve your application. After you file the form, your information may also be available to the public. If you have questions about how the LTB uses your personal information, contact one of our Customer Service Officers at **416-645-8080** or **1-888-332-3234 (toll-free)**.

Important Information from the Landlord and Tenant Board

1. You can ask the LTB to provide French-language services at your hearing. If you are the applicant, you can fill out the *Request for French-Language Services or Request for Accommodation* form included at the end of this application. If you are the respondent, the *Request for French-Language Services or Request for Accommodation* form is available at LTB offices and on the LTB website at sjto.ca/LTB.
2. You can ask the LTB to make special arrangements (called a Request for Accommodation) under the Ontario *Human Rights Code* to help you participate in the hearing. For example, you can ask the LTB to make arrangements to provide a sign-language interpreter. You can make a request for accommodation under the *Code* by telephone, fax or mail. If you are the applicant, you can fill out the *Request for French-Language Services or Request for Accommodation* form included at the end of this application. If you are the respondent, the *Request for French-Language Services or Request for Accommodation* form is available at LTB offices and on the LTB website at sjto.ca/LTB.
3. It is an offence under the *Residential Tenancies Act, 2006* to file false or misleading information with the Landlord and Tenant Board.
4. The LTB can order either the landlord or the tenant to pay the other’s costs related to the application.
5. The LTB has *Rules of Practice* that set out rules related to the application process and *Interpretation Guidelines* that explain how the LTB might decide specific issues that could come up in an application. You can read the *Rules and Guidelines* on the LTB website at sjto.ca/LTB or you can buy a copy from a LTB office.

OFFICE USE ONLY:

Delivery Method: In Person Mail Courier Email Efile Fax MS FL



You must complete this Schedule if you are applying to end a tenancy and evict a tenant based on an *N13: Notice to End your Tenancy Because the Landlord Wants to Demolish the Rental Unit, Repair it or Convert it to Another Use*.

Part A: Permits

The LTB will not issue an order ending the tenancy and evicting a tenant unless you have obtained all permits required to do the work, or have taken all reasonable steps to obtain the permits.

Shade the circle below completely to indicate whether you have obtained the permits.

Have you obtained the necessary building permits to do the work? Yes No

If you answered “yes”, you should bring three copies of the permits to the hearing (one for yourself, one for the tenant and one for the LTB).

If you answered “no”, you must obtain the necessary permits or have taken all reasonable steps to obtain the permits by the date of the hearing. If you have not done so, the LTB may dismiss your application. If you have obtained the permits by the date of the hearing, you should bring three copies of the permits to the hearing (one for yourself, one for the tenant and one for the LTB).

Part B: Compensation

The LTB will not issue an order ending the tenancy and evicting the tenant unless you have compensated the tenant, or offered them another rental unit that is acceptable to them. Answer the questions below to indicate how you have compensated the tenant. See the instructions for more information about your requirements for compensating the tenant.

I have given the tenant \$

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 in compensation.

I have offered the tenant another rental unit and the tenant has accepted it.

If the rental unit is in a care home, you must make reasonable efforts to find alternative accommodation for the tenant that is appropriate to their care needs.

Exception: You are not required to compensate the tenant or offer them another rental unit if you were ordered to demolish the rental unit or to do the repairs under a municipal property standards by-law or by another authority. Shade the box below completely if this applies to your situation.

I was ordered to demolish the rental unit or to do the repairs under a municipal property standards by-law or by another authority.



Use this form to ask the Landlord and Tenant Board (LTB) to provide French-language services or to let the LTB know you need accommodation under the Ontario *Human Rights Code*.

Part 1: Request for French-Language Services

- Check this box if you want the dispute resolution process (e.g. case conferences and hearings) to be conducted in French.

Part 2: Request for Accommodation under the Ontario *Human Rights Code*

- Check this box if you need accommodation under the Ontario *Human Rights Code* to participate in the dispute resolution process. The LTB will provide accommodation for *Code* related needs to help you throughout the application and hearing process in accordance with the Social Justice Tribunals policy on accessibility and accommodation. You can get a copy of the policy at sjto.ca.

Please explain: What accommodation do you need?



Part 1: Payment Method

Select how you are paying the application fee:

- Cash Debit Card Money Order Certified Cheque

Money orders and certified cheques must be made payable to the "Minister of Finance"

- Credit Card:** Visa MasterCard

Important: If you are paying by credit card, you must complete the information on the next page.
The information you fill in on the next page is confidential. It will be used to process your application, but will not be placed on file.

Part 2: Information Required to Schedule the Hearing

The LTB will normally schedule your hearing between 3 weeks and 6 weeks after the date you file your application. The LTB will schedule your hearing on the first available hearing date within this 3 week period.

List the date(s) you are **not available** during this 3 week period. The LTB will not schedule your hearing on the date(s) you indicate you are not available and will schedule your hearing on the next available hearing date. **The LTB will not contact you to schedule a hearing.**

I am not available on the following date(s).



NOTICE OF VIDEO HEARING

Under section 174 of the *Residential Tenancies Act, 2006*

The LTB has scheduled a video hearing

between: **MEDALLION CORPORATION**

and **ISAAC BON HILLIER, MARITZA E. O. ORTIZ**

concerning the rental unit located at:

2709, 565 SHERBOURNE STREET TORONTO ON M4X 1W7

Purpose of the Hearing:

The **landlord** has filed an application with the Landlord and Tenant Board (LTB) to evict the Tenant. The LTB has scheduled a hearing to make a decision about the application.

THIS HEARING WILL DEAL WITH A POSSIBLE EVICTION FROM THE RENTAL UNIT.

HEARING TIME AND INSTRUCTIONS FOR VIDEO CONFERENCE:

When: Tuesday, July 27, 2021 9:00 AM EST

How to join <https://bit.ly/SLVCZoom84>,

Video

Toll Free: 1-855-703-8985 or Local: 647-374-4685

Hearing:

Passcode: 695 7516 4596#

You may join a Video Hearing by clicking on the link above OR by typing that link into your internet browser. IF you do not have access to the internet you can call the toll free number instead.

You must:

- **join the Video Hearing or call the toll free number at 8:30 am to confirm your attendance for your virtual hearing.**
- **be ready to stay the whole day – your hearing may be later in the day**

*****It is very important for you to attend the hearing. If you are late, or if you do not attend your hearing, it may take place without you.*****

WHAT MAY HAPPEN IF YOU DO NOT ATTEND THE HEARING:

If you cannot participate in the hearing, you should give someone written permission to represent you and to participate on your behalf and email it to the Board in advance.

If you are the landlord and you do not attend the hearing or send a representative, your application may be dismissed without any further notice.

If you are the tenant and you do not attend the hearing or send a representative, the LTB may hold the hearing without you and make a decision based on only the landlord's evidence.

WHAT YOU SHOULD DO IF YOU HAVE EVIDENCE TO PRESENT:

- Each party must give the other party a complete copy of all of the evidence they want to use during the hearing as soon as possible but **at least 7 days** before the hearing.
- Each party must also email their evidence to the LTB **at least 7 days** before the hearing.
- Email your evidence to: ltb.evidence@ontario.ca
- The subject line of your email should include: the word "EVIDENCE"; your FILE Number; and your hearing date
- If after you receive the other party's evidence you decide that you want to use reply evidence, you must provide the other party and the LTB with copy of your reply evidence as soon as possible but **at least 5 days** before the hearing.
- If you do not provide the other party and the Board with a copy of your evidence **at least 7 days** before the hearing (or 5 days for reply evidence) you may not be permitted to rely on the evidence during the hearing.

REPRESENTATIVES or LEGAL ASSISTANCE

If you are a Tenant and wish to obtain legal advice, contact your local community legal clinic. To find your local legal clinic, contact Legal Aid Ontario at 1-800-668-8258. Please seek legal advice PRIOR to your hearing.

Tenant Duty Counsel has also created an online registration system to request

legal assistance if you have a scheduled hearing which can be accessed at www.tdc.acto.ca.

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If you are a small-scale Landlord you may be able to get assistance from the Landlord's Self-Help Centre. Call 416-504-5190/1-800-730-3218 or visit <https://landlordselfhelp.com/>.

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You may be represented by a lawyer or paralegal licensed by the Law Society of Ontario or by an unlicensed person where permitted by the Law Society Act and its regulations and by-laws. For more information refer to the Practice Direction on Representation on the LTB website at: <http://www.tribunalsontario.ca/ltb/rules-practice-directions-guidelines/>.

IF YOU BELIEVE THAT A VIDEO HEARING WILL CAUSE YOU SIGNIFICANT PREJUDICE:

You may email the LTB and explain why you believe that holding the hearing by video will cause you significant prejudice. Your written explanation must be received by the LTB within 5 days of the date you received this notice of hearing.

If the LTB finds that holding the hearing by video will cause you significant prejudice, the video hearing may be rescheduled as a different type of hearing. If you do not receive a notice informing you that the hearing has been rescheduled as a different type of hearing, the video hearing will take place at the date and time noted above.

FOR MORE INFORMATION:

If you have any questions about the application or hearing you may:

- visit the LTB website at sjto.ca/LTB
- call the LTB call centre at **416-645-8080** or toll free at **1-888-332-3234**
- email your regional LTB office at TS-ltb@ontario.ca

Be sure to include your file number on any correspondence with your regional LTB office.

Regional Office: Toronto South-RO, 15 Grosvenor Street,
Toronto, ON M7A 2G6 1st Floor

Date Issued: Saturday, July 03, 2021

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Member Endorsement Form

I, Sean Henry, member of the Landlord and Tenant Board, make the following endorsement with respect to application file number: **TSL-21777-21**

On July 18, 2021, the Tenants filed with the Landlord and Tenant Board (the LTB) a request to reschedule the hearing and to change the hearing format from video conference to in-person.

Rescheduling Request

The Tenants request that the hearing be rescheduled because they will be out of town attending the funeral of a family member “during the specified period of time” of the hearing and that they will return on August 9, 2021. Rule 21.1 of the Board’s Rules of Procedure requires the mutual consent of the parties to reschedule the hearing. While the Tenants have not indicated that there has been any attempt to communicate with the Landlord regarding this request, given this exceptional circumstance, I decided to exercise my discretion to waive Rule 21.1 and grant the rescheduling request on this basis to a date not before August 9, 2021.

The Tenants also request that the hearing be rescheduled to a date not before September 20, 2021 to give them additional time to prepare for the hearing. Especially given that the LTB served the parties with the Notice of Hearing on July 5, 2021, the Tenants have not adequately explained their need for this amount of additional time to prepare for the hearing. As such, I did not find in favour of this reason for the request.

Request for an in-person hearing

The LTB is proceeding with the authority set out in the *Hearings in Tribunal Proceedings (Temporary Measures) Act*, S.O. CHAPTER 5, SCHEDULE 3, which has provided the LTB with broad powers to determine the format of hearings as it considers appropriate. As a result of the Covid-19 pandemic, in order to protect the health and safety of the parties, the public and employees, the LTB is scheduling or converting all in-person hearings to proceed in writing, by teleconference or videoconference for the foreseeable future. I also note Section 5.2(2) of the *Statutory Powers Procedure Act*, R.S.O. 1990 CHAPTER S. 22 (“SPPA”) provides: “The Tribunal shall not hold an electronic hearing if a party satisfies the tribunal that holding an electronic rather than an oral hearing is likely to cause the party significant prejudice.

For the following reason, I am not satisfied that holding an electronic hearing is likely to cause the Tenants significant prejudice or that the Tenants have established accommodation needs

that cannot be met by an electronic hearing.

In the request, the Tenants state, without elaboration, that they require an in-person hearing as an accommodation. While the Tenants are not required to disclose personal medical information in support of the request, without an explanation as to why an electronic hearing is likely to cause them significant prejudice or why their accommodation needs cannot be met by an electronic hearing, I am unable to determine that the concerns raised by the Tenants are not most appropriately addressed in the context of an electronic hearing.

The Tenants may consider filing a fresh request, with reasons, should any circumstances arise that would result in an electronic hearing causing them significant prejudice or should they experience accommodation needs that cannot be met by an electronic hearing.

If the Tenants have any concerns with respect to the management of the hearing, these should be brought to the attention of the presiding adjudicator at the start of the hearing and when they arise during the hearing.

The Tenants may consider contacting their local community legal clinic prior the hearing. To find their local legal clinic, the Tenant may contact Legal Aid Ontario at 1-800-668-8258. The Tenants may also wish to contact the Tenant Duty Counsel Program (TDC). TDC has created an online registration system that tenants with a scheduled hearing may use to request legal assistance. This system can be accessed at www.tdc.acto.ca.

Direction

1. The July 27, 2021 hearing of the application is cancelled. The LTB shall reschedule the hearing to the first available date after August 9, 2021.
2. The Tenants' request to change the format of the hearing from electronic hearing to in-person hearing is denied.

Date: July 22, 2021 Signature of Member: Sean Henry





NOTICE OF RESCHEDULED VIDEO HEARING

Under section 174 of the *Residential Tenancies Act, 2006*

The LTB has scheduled a video hearing

between: **MEDALLION CORPORATION**

and **ISAAC BON HILLIER, MARITZA E. O. ORTIZ**

concerning the rental unit located at:

2709, 565 SHERBOURNE STREET TORONTO ON M4X 1W7

The hearing for application has been rescheduled to the date and time shown below. This notice replaces any Notice of Hearing previously given for this application.

Purpose of the Hearing:

The hearing to consider the **landlord** application has been rescheduled. **Another date has been scheduled for the hearing at the time and date set out below.**

HEARING TIME AND INSTRUCTIONS FOR VIDEO CONFERENCE:

When: Tuesday, October 12, 2021 9:00 AM EST

How to join Video <https://bit.ly/ZLTBVideo110>,

Hearing: Toll Free: 1-855-703-8985 or Local: 647-374-4685

Passcode: 919 0500 4258#

You may join a Video Hearing by clicking on the link above OR by typing that link into your internet browser. IF you do not have access to the internet you can call the toll-free number instead.

You must:

- Join the Video Hearing or call the toll-free number at 8:00 am to confirm your attendance for your virtual hearing.
- Be ready to stay the whole day – your hearing may be later in the day.

*****It is very important for you to attend the hearing. If you are late, or if you do not attend your hearing, it may take place without you.*****

WHAT MAY HAPPEN IF YOU DO NOT ATTEND THE HEARING:

If you cannot participate in the hearing, you should give someone written permission to represent you and to participate on your behalf and email it to the Board in advance.

If you are the landlord and you do not attend the hearing or send a representative, your application may be dismissed without any further notice.

If you are the tenant and you do not attend the hearing or send a representative, the LTB may hold the hearing without you and make a decision based on only the landlord's evidence.

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- The subject line of your email should include: the word "EVIDENCE"; your FILE Number; and your hearing date
- If after you receive the other party's evidence you decide that you want to use reply evidence, you must provide the other party and the LTB with copy of your reply evidence as soon as possible but **at least 5 days** before the hearing.
- If you do not provide the other party and the Board with a copy of your evidence **at least 7 days** before the hearing (or 5 days for reply evidence) you may not be permitted to rely on the evidence during the hearing.

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- call the LTB call centre at **416-645-8080** or toll free at **1-888-332-3234**
- email your regional LTB office at TS-ltb@ontario.ca

Be sure to include your file number on any correspondence with your regional LTB office.

Regional Office: Toronto South-RO, 15 Grosvenor Street,
Toronto, ON M7A 2G6 1st Floor

Date Issued: Tuesday, August 03, 2021

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Order under Section 69
Residential Tenancies Act, 2006

File Number: TSL-21777-21

In the matter of: 2709, 565 SHERBOURNE STREET
TORONTO ON M4X1W7

Between: Medallion Corporation

and

Isaac Bon Hillier
Maritza Ortiz

I hereby certify this is a
true copy of an Order dated
FEB 9, 2022
TR
Landlord and Tenant Board

Landlord

Tenants

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Maritza Ortiz (MO) and Isaac Bon Hillier (IBH) (the 'Tenants') The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard via video/teleconference on October 12, 2021.

Only the Landlord's Legal Representative Mark Melchers attended the hearing.

As of 3:40 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board.

Determinations:

1. On May 4, 2021 the Landlord filed the application to end the tenancy and evict the Tenants based on two (N5 form) notices for termination given to the Tenants.
2. The first N5 notice was given to the Tenant on December 11, 2020, alleging the behaviour and conduct of the Tenant (IBH) has substantially interfered with the reasonable enjoyment of other Tenants and the lawful right, privilege and interests of the Landlord.
3. Subsection 64(1) of the Act states: A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant(s), another occupant of the rental unit or a person permitted in the residential complex by the tenant(s) is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
4. The notice alleged that the Tenant (IBH) does not wear a face mask in the residential complex or follow other COVID pandemic recommendations as required by the City of Toronto Health Authority guidelines, and was verbally abusive to the Landlord's property administrative employees, as well as verbally confronting other tenants if they are wearing a mask or are vaccinated.

5. Section 64(3) of the Residential Tenancies Act 2006, (the 'Act') provides that the type of N5 Notice served by the Landlord is void if the Tenant(s), within seven (7) days after receiving the notice stops the activity or corrects the conduct/behaviour. In this case, the N5 was served on December 11, 2020, which means the seven (7) day voiding period ran from December 12, 2020 to December 18, 2020.
6. The Landlord provided no documentary evidence that the Tenant(s) abusive behaviour or conduct continued during the voiding period, therefore, I must find the Tenant(s) voided the first N5 notice.
7. Pursuant to section 68 of the Act, before serving a second N5 notice of termination the Landlord must have previously been given a valid first notice of termination with an opportunity to void the notice within 7 days of it being given. It is only if this first notice is given and the conduct resumes or a situation arises that constitutes grounds for a notice of termination within six months after the first notice was given that a non-voidable N5 notice can be served.
8. A second (N5) notice was given to the Tenants on April 30, 2021 for further abusive behaviour complaints that the Landlord received from other tenants in the residential complex regarding the Tenant (IBH) ongoing preaching to them about his own opinion about vaccinations. The Tenant (IBH) continued to speak inappropriately to other tenants regarding their personal beliefs of the COVID pandemic.
9. While the Tenant (IBH) may be medically exempt from wearing a face mask, he continues to be required by municipal and provincial health regulations to respect and follow other guidelines such as social distancing while in the common areas of the residential complex.
10. The Tenants did not attend the hearing to make submissions.
11. Based on the Landlord's uncontested testimony, I find the Tenant(s) have substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or other tenants that reside in the residential complex.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant(s) were provided an opportunity to retain their tenancy by refraining from having unwanted conversations with other tenants regarding the COVID 19 pandemic and their personal choice on vaccinations and masks, to no avail.
13. The Landlord collected a rent deposit of \$1,380.34 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenants for the period from January 1, 2021.
14. The order contains all the reasons for the decision within the order. No other reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated effective February 20, 2022. The Tenant(s) must moved out of the rental unit on or before February 20, 2022.
2. The Tenants shall pay to the Landlord \$10,681.82, which represents compensation for the use of the unit from May 18, 2021 to February 9, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenants shall also pay to the Landlord \$45.01 per day for compensation for the use of the unit from February 10, 2022 to the date they move out of the unit.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before February 20, 2022, they will start to owe interest. This will be simple interest calculated from February 21, 2022 at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before February 20, 2022, then starting February 21, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 21, 2022.



Randy Aulbrook
Member, Landlord and Tenant Board

February 9, 2022
Date Issued

Toronto South-RO
15 Grosvenor Street, 1st 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.



Order under Section 21.2 of the
Statutory Powers Procedure Act
and the **Residential Tenancies Act, 2006**

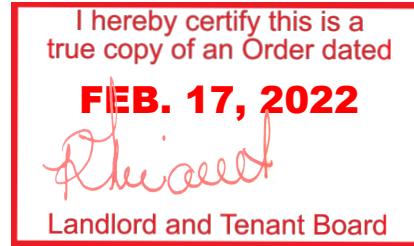
File Number: TSL-21777-21-RV

In the matter of: 2709, 565 SHERBOURNE STREET
TORONTO ON M4X1W7

Between: Medallion Corporation

and

Isaac Bon Hillier
Maritza E. O. Ortiz



Landlord

Tenants

Review Order

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Maritza E. O. Ortiz and Isaac Bon Hillier (the 'Tenants'). The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. This application was resolved by order TSL-21777-21 issued on February 9, 2022.

On February 14, 2022, the Tenants requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

1. To put this request to review in context, it is helpful to review the following facts.
2. The Tenants have since July 12, 2021 been asserting a right to be referred to as “Chad” and “Stacy” without providing any evidence that these are their legal names and without seeking an order from the Board authorizing this practice.
3. This matter was first scheduled to be heard in July 2021, but the hearing was rescheduled at the request of one of the Tenants who submitted the request using the name “Chad”. The Tenants sought the rescheduling due to a death in the family and because they required time to prepare for the hearing. In the request, “Chad” asserted that the Tenants required until “no sooner than Sept20” to be properly prepared for a hearing. The Tenants also requested an in-person hearing.

4. The Board's endorsement granting the request to reschedule and denying the request for an in-person hearing issued on July 22, 2021. Although Vice-Chair Henry granted the request to reschedule, finding that the death of a family member constituted an "exceptional circumstance", the Board denied the request to reschedule the hearing according to the timeline proposed by the Tenants for the following reasons:

The Tenants also request that the hearing be rescheduled to a date not before September 20, 2021 to give them additional time to prepare for the hearing. Especially given that the LTB served the parties with the Notice of Hearing on July 5, 2021, the Tenants have not adequately explained their need for this amount of additional time to prepare for the hearing. As such, I did not find in favour of this basis of the rescheduling request.

5. Vice-Chair Henry denied the Tenants' request for an in-person hearing for the following reasons:

The LTB is proceeding with the authority set out in the *Hearings in Tribunal Proceedings (Temporary Measures) Act*, S.O. CHAPTER 5, SCHEDULE 3, which has provided the LTB with broad powers to determine the format of hearings as it considers appropriate. As a result of the Covid-19 pandemic, in order to protect the health and safety of the parties, the public and employees, the LTB is scheduling or converting all in-person hearings to proceed in writing, by teleconference or videoconference for the foreseeable future. I also note Section 5.2(2) of the *Statutory Powers Procedure Act*, R.S.O. 1990 CHAPTER S. 22 ("SPPA") provides: "The Tribunal shall not hold an electronic hearing if a party satisfies the tribunal that holding an electronic rather than an oral hearing is likely to cause the party significant prejudice.

For the following reason, I am not satisfied that holding an electronic hearing is likely to cause the Tenants significant prejudice or that the Tenants have established accommodation needs that cannot be met by an electronic hearing.

In the request, the Tenants state, without elaboration, that they require an in-person hearing as an accommodation. While the Tenants are not required to disclose personal medical information in support of the request, without an explanation as to why an electronic hearing is likely to cause them significant prejudice or why their accommodation needs cannot be met by an electronic hearing, I am unable to determine that the concerns raised by the Tenants are not most appropriately addressed in the context of an electronic hearing.

The Tenants may consider filing a fresh request, with reasons, should any circumstances arise that would result in an electronic hearing causing them significant prejudice or should they experience accommodation needs that cannot be met by an electronic hearing.

If the Tenants have any concerns with respect to the management of the hearing, these should be brought to the attention of the presiding adjudicator at the start of the hearing and when they arise during the hearing.

The Tenants may consider contacting their local community legal clinic prior the hearing. To find their local legal clinic, the Tenant may contact Legal Aid Ontario at 1-800-668-8258. The Tenants may also wish to contact the Tenant Duty Counsel Program (TDC). TDC has created an online registration system that tenants with a scheduled hearing may use to request legal assistance. This system can be accessed at www.tdc.acto.ca.

6. “Chad” wrote to the Board on July 26, 2021 and provided a response to the Board’s endorsement. This response, which was not a second request to reschedule, incorrectly asserted that the Board denied the request to reschedule and asserted that the Tenants were therefore entitled to an “additional extension of at least 7-days to account for our being unreasonable forced to compensate for the professional incompetence” of Vice-Chair Henry. At the same time, “Chad’s” response to the endorsement does not provide any additional explanation for why an electronic hearing is likely to cause significant prejudice or why the Tenants’ accommodation needs cannot be met by an electronic hearing. Instead, “Chad” asserted that the Board probably does not have jurisdiction over the matter given its constitutional nuance.
7. The Board rescheduled the matter to be heard by videoconference on October 12, 2021, which is after the date initially proposed by the Tenants. The notice of hearing, like the notice of hearing issued for the July 27, 2021 hearing, expressly stated, in part:

If you are a Tenant and wish to obtain legal advice, contact your local community legal clinic. To find your local legal clinic, contact Legal Aid Ontario at 1-800-668-8258. Please seek legal advice PRIOR to your hearing.

Tenant Duty Counsel has also created an online registration system to request legal assistance if you have a scheduled hearing which can be accessed at www.tdc.acto.ca.

Tenant Duty Counsel is a service offered through Legal Aid Ontario and is not affiliated with the LTB.

[Emphasis added.]

8. On October 1, 2021, “Chad” sent an e-mail to the Board requesting a rescheduling of the October 12, 2021 hearing to “no earlier than Feb12”. The request cited marital difficulties and noted that “Chad” “may simply throw the Hearing to spite my wife”. The Board replied by sending “Chad” a copy of a Request to Reschedule a Hearing form with the following comment: “Please note that you will need to get consent form the other party. Alternatively, you can attend the hearing and make a request before the Board Member to have the hearing adjourned to a later date.”
9. On October 5, 2021, “Chad” filed a request to reschedule a hearing. The request noted that the Tenants had not obtained the Landlord’s consent. “Chad” asserted that the Tenants are unable to make competent defence to the Landlord’s application. The

request cited an incident where the Tenants were denied airplane carriage on July 23 and the inability of the requesting Tenant's wife to travel out-of-province until Sep 04. The request refers to an article which appears to be published by "Chad", and which appears to suggest that "Chad" was denied airplane carriage for failure to meet the requirements of the exemption to wear a face-covering in compliance with an order from the Minister of Transport. "Chad" asserted that he is "somewhat of an emotional mess" because he was unable to accompany his wife to assist her and that "Chad" is rendered unable to make competent defence without the Tenants' situation being resolved.

10. Member Lang denied the request to reschedule by endorsement dated October 6, 2021 for the following reasons:

A request has been made to reschedule this matter. The request was made under a name other than the Tenants' names; however, it appears to be one of the Tenants who is making the request. All orders and correspondence from the Board will use the Tenants names as they appear on the application until there is an order or direction to do otherwise.

The request to reschedule is denied.

Rule 21.1 of the Board's Rules of Procedure provides that a request to reschedule must be on consent. Rule 21.2 provides that the Board may grant the request even if the requestor has not complied with Rule 21.1 when satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1. I am not satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1.

The Tenants are expected to attend the hearing or send a representative. They may request an adjournment at the hearing.

11. Neither of the Tenants attended the hearing scheduled for October 12, 2021 at 9:00 a.m. However, "Chad" did provide submissions to the Board by e-mail on October 12, 2021 at 3:00 a.m. and 3:29 a.m. In the former, "Chad" asserted that the Landlord's legal representative is acting deliberately to abuse the Board's process, that there is disclosure outstanding and that "Chad" is unable to make competent defence without production of further disclosure. In the latter, "Chad" admitted that his "real name is Isaac Bon Hillier" and asserted that the Landlord "failed to provide the full evidence disclosure" and that the Tenants "are unable to attend the scheduled hearing" without providing any further particulars. Chad requested the Board "have your duty counsel attend for the respondents to put it over for [sic] a month or so and demand that the landlord produce full and complete video evidence."
12. The Tenants' request to review asserts both that the Tenants were not reasonably able to participate in the hearing and that there is a serious error.
13. The Tenant's request to review asserts that they were not reasonably able to participate in the October 12, 2021 proceeding because their October 5, 2021 rescheduling request was unreasonably denied. There is no arguable merit to this submission, primarily

because the Tenants were aware of the proceeding, because the decision denying the rescheduling request did not prevent the Tenant's from attending the electronic hearing to request an adjournment and because neither the communications before nor the request to review provides a reasonable explanation for either of the Tenants failure to attend the October 12, 2021 proceeding.

14. Although the requesting to review asserts that the Tenants expected to hear back from the Board after "Chad" sent an e-mail to the Board on October 12, 2021 and that the Tenant's assumed they would receive further updates, this was in my view an unreasonable expectation given the Board's express direction to the effect that the Tenant's were expected to be present at the hearing and given the Board's multiple notices to the effect that tenants should seek legal advice prior to the hearing and that Tenant Duty Counsel is not affiliated with the Board. I am further supported in this conclusion by the fact that neither of the Tenants' October 12, 2021 e-mails address why they were not reasonably able to comply with Rule 21.1, which if provided may have given the Tenants a reasonable expectation that a different conclusion might be reached.
15. Bearing in mind that the Tenants' e-mails to the Board were sent on the hearing date just a few hours prior to the scheduled electronic hearing, the fact that Mr. Bon Hillier was communicating with the Board by electronic means supports my conclusion that there was no barrier to the Tenants' participation in the electronic hearing process for the purpose of requesting an adjournment. I am further supported in this conclusion by the fact that the request to review provides no explanation for either Tenants' inability to attend the scheduled hearing for the purpose of requesting an adjournment.
16. In circumstances where the request to review does not articulate any reasons why either of the Tenants could not attend the hearing to request an adjournment, the only reasonable conclusions available to me are that the Tenants failed to attend the hearing either due to a lack of diligence or because the Tenants were dissatisfied with the Board's decision to deny the requested rescheduling and so took unilaterally action to achieve the goal of postponing the proceeding, which would be an abuse of the Board's process. Either way, I cannot conclude that there is any arguable merit to the Tenants claim that they were not reasonably able to participate in the proceeding or that the Tenant's were denied procedural fairness or natural justice.
17. Even if I interpret the Tenants' argument as being that the Member who denied the Tenants' request to reschedule unreasonably exercised her discretion, there is no arguable merit to this submission for the following reasons.
18. An unreasonable exercise of discretion is one where the decision maker's decision is based on an error of law, a palpable and overriding error of fact, the consideration of irrelevant factors or the omission of factors that ought to have been considered: *Krieser v. Garber*, 2020 ONCA 699 (CanLII) at para. 46. The test the Board must apply is set out in Rules 21.1 and 21.2 of the Board's Rules of Procedure, which provide:

Parties may agree to ask the LTB to reschedule a CMH or hearing prior to the scheduled date. The request to reschedule must be on consent of all parties and received by the LTB as soon as reasonably possible and not less than 5 business

days before the scheduled date. Consent is required even where the notice of hearing and application have not been delivered to the responding parties.

A request to reschedule a CMH or hearing received by the LTB less than 5 business days prior to the scheduled date or not on consent of all the parties may be granted if a Member or Hearing Officer is satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1.

[Emphasis added.]

Relatedly, Board Interpretation Guideline 1, *Adjourning and Rescheduling Hearings*, states, in part:

Where the respondent fails to appear, a notice of hearing has been sent to the parties and the matter has not been adjourned or rescheduled, the Member will proceed with the hearing, and will make a decision based on the evidence provided by the applicant at the hearing.

Not preparing for a hearing based on the expectation that it will be rescheduled or adjourned has substantial risk. If the Member decides to proceed with the hearing on the date set, only the evidence presented at the hearing will be considered.

...

On occasion, circumstances may arise which prevent a party from following the Board's requirements for rescheduling a hearing. For example, a party has repeatedly attempted to contact the other parties to request their consent to reschedule a hearing and has not received a response, or a party has an important medical procedure scheduled at the same time as the hearing and the other parties have unreasonably refused to consent to the request to reschedule the hearing.

In such circumstances a party may submit a request to reschedule the hearing as soon as reasonably possible. The party should explain why they failed to obtain the consent of the other parties or why the request was made less than 5 business days before the hearing. The party should include with their request any documents which may tend to support the explanation provided in the request.

The request will be considered by a Member or Hearing Officer. The request may be granted if the Member or Hearing Officer is satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1. If the Board does not grant the request, the hearing will proceed on the originally scheduled date and the parties or their representatives must attend.

On rare occasion last minute unforeseen events such as bad weather or a sudden serious illness may prevent a party from attending a hearing. In such circumstances the party should notify the Board by telephone as soon as they become aware of this, and inform the other party or their representative, as well. The application will remain on the list of hearings for the scheduled time, but the Member will be

advised of the telephone message, where possible. If the Member is satisfied that the circumstances are exceptional, the Member may adjourn the hearing without the party being present.

[Emphasis added.]

19. In my view, it cannot be said that the Member who denied the Tenants' request to reschedule unreasonably exercised her discretion. She considered the relevant factors, namely Rules 21.1 and 21.2. Since the request itself does not articulate any reasons why the Tenants failed to obtain the consent of the Landlord, the hearing Member did not err in refusing to grant the adjournment in accordance with Rule 21.1.
20. With respect to the Tenants' claim that the decision refusing the request to reschedule is inconsistent with the decisions in *Espinoza v. The Napanee Beaver Limited*, 2019 HRTO 1579 (CanLII), in which the Human Rights Tribunal of Ontario (the 'HRTO') found that the death of the vice-president of the corporate respondent's mother was an exceptional circumstances warranting an adjournment, *Mustafa v. Corporation of the City of Mississauga*, 2012 HRTO 293 (CanLII), in which the HRTO adjourned a hearing based on the recent death of the applicant's mother supported by a death certificate on consent and *Chmurzewski v. Natural Touch Rehabilitation Center*, 2013 HRTO 394 (CanLII), in which the HRTO found that the death of the applicant's father was an exceptional circumstance granting an adjournment, it is important to consider the context.
21. As noted above, the Board granted the Tenants' initial request to reschedule on July 22, 2021 after finding that the death of the Tenants' family member constituted an exceptional circumstance. The separation of the Tenants appears to be related to Mr. Bon Hillier's failure to comply with the air carrier's policies respecting face-coverings. Mr. Bon Hillier only indicated that he was "somewhat" affected by the separation from his wife, which weighs against a finding of exceptional circumstances. In circumstances where none of the above-cited decisions address the situation of a second request more than 2-months later in relation to the same death in the family it cannot be said that the decision to deny the second request to reschedule is inconsistent with these decisions.
22. The Tenants also claim that there are "significant evidentiary concerns, such as the lack of complete video disclosure, and the procedural unfairness of the fact that the tenants were denied the right to make full response." There is not arguable merit to either of these claims because these are the issues the Tenants ought to have raised at the scheduled hearing in support of a request to adjourn the proceeding. However, as noted in *Q Res IV Operating GP Inc. v. Berezovs'ka*, 2017 ONSC 5541 (CanLII):

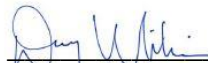
If parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely, cost-effective and final orders.
23. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings

It is ordered that:

1. The request to review order TSL-21777-21 issued on February 9, 2022 is denied. The order is confirmed and remains unchanged.

February 17, 2022**Date Issued**

Toronto South-RO
15 Grosvenor Street, 1st Floor
Toronto ON M7A 2G6



Douglas Wilkins

Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

**SCHEDULE "A" TO DIVISIONAL COURT NOTICE TO PROFESSION FOR APPEALS FROM LANDLORD
AND TENANT BOARD IN THE DIVISIONAL COURT EFFECTIVE AUGUST 24, 2020**

FORM 61A.1

Courts of Justice Act

NOTICE OF APPEAL TO THE DIVISIONAL COURT

LANDLORD:
MEDALLION CORPORATION

&

TENANTS:
**ISAAC BON HILLIER
MARITZA ORTIZ**

NOTICE OF APPEAL

THE *tenants* APPEAL to the Divisional Court from the order of *Randy Aulbrook* made at *Toronto*.

THE APPELLANT ASKS that the judgment be set aside and a judgment be granted as follows:

The Landlord is ordered to comply with all governing legislation; pay restitution to any tenants served Eviction Notice(s) in Bad Faith; any such additional remedy the court feels is just.

THE GROUNDS OF APPEAL are as follows: Mr Aulbrook erred substantially in Law by violating numerous Charter Rights (Section 2, Freedom of Conscience and Expression), The Ontario Human Rights Code, and even violating the inbuilt limitations and restrictions of the Reopening Ontario Act.

THE BASIS OF THE APPELLATE COURT'S JURISDICTION IS: *Statutory Powers Procedure Act*

The appellant requests that this appeal be heard at *a time and place to be appointed by the Registrar*.

TAKE NOTICE: THIS APPEAL WILL AUTOMATICALLY BE DISMISSED if it has not been set down for hearing or terminated by any means within five years after the notice of appeal was filed with the court, unless otherwise ordered by the court.

February 18th, 2022

*Isaac BonHillier
#2709-565 Sherbourne St,
Toronto, ON M4X 1W7
Tel: 416-841-1831
Email: isaac@henrycase.org*

TO *Mark W. Melchers
55 King Street West, Suite 1001,
Kitchener, ON N2G 4W1
Tel: 226-476-4444 x.428
Email: melchers@cohenhighley.com*

Municipal address of leased premises:
#2709-565 Sherbourne St,
Toronto, ON M4X 1W7

Address and email for the Sheriff's Office enforcing any eviction order from the leased premises:

UNKNOWN

Divisional Court File: # 107/22

**ONTARIO
SUPERIOR COURT OF JUSTICE
DIVISIONAL COURT**

BETWEEN:



MEDALLION CORPORATION

**Landlord/
Respondents**

-And-

ISAAC BON HILLIER AND MARITZA ORTIZ

**Tenants/
Appellants**

In the matter of an appeal under s. 184 and s. 210(1) of the Residential Tenancy Act, S.O., 2006, c. 17, and

in the matter of the tenancy agreement with respect to the residential premises municipally known as:

2709, 565 SHERBOURNE STREET, TORONTO, ON M4X1W7

and in the matter of an appeal commenced at Toronto, of the Landlord and Tenant Board - File No. TSL-21777-21 from the Order of Randy Aulbrook, Member of the Landlord and Tenant Board dated February 9, 2022 and in the matter of File No. TSL-21777-21-RV from the Order of Douglas Wilkins, Member of the Landlord and Tenant Board dated February 17, 2022

CERTIFICATE OF STAY

The Registrar of the Divisional Court certifies that, pursuant to Section 25(1) of the Statutory Powers

Procedure Act, R.S.O. 1990, c. S. 22, the Order of the Landlord and Tenant Board dated February 9, 2022

and February 17, 2022 have been stayed by an appeal to this court.

Date: February 18, 2022

Issued by: Taylor MacIver
Taylor MacIver
Registrar/Clerk
Osgoode Hall, Room 174
130 Queen St. West
Toronto M5H 2N5

From: [Div Court Schedule](#)
To: "chad@henrycase.org"; [Mark W. Melchers](#); "stacy@openontario.org"; [Crystal, Valerie \(MAG\)](#)
Cc: [Badwal, Rina \(JUD\)](#); [Greson, Donna \(JUD\)](#); [Div Court Schedule](#); [Baweja, Saurabh S. \(JUD\)](#)
Subject: Medallion Corporation v. Isaac Bon Hillier and Maritza Ortiz; File No.: 107/22
Date: Thursday, June 9, 2022 2:01:52 PM
Importance: High

Good afternoon:

Justice Matheson directs as follows, arising from the Case Conference of June 3, 2022.

1. The appellants have obtained the LTB audio recording and have an informal transcript. The respondent Landlord agrees to accept the informal transcript rather than insisting on a formal transcript.
2. The appellants still wish to amend their notice of appeal. They are permitted to do so provided that amended notice of appeal is served and filed with the court by June 24, 2022.
3. The schedule for the exchange of appeal materials is as follows:
Appellant's materials – August 8, 2022
Respondent's materials – September 7, 2022
LTB materials (if any) – September 21, 2022

The Toronto Registrar of the Divisional Court is asked to provide the parties with a hearing date for this appeal before a panel of three judges of the Divisional Court for an estimated 2 hours on a date no earlier than September 30, 2022 and to advise the parties of the date by July 29, 2022.

4. The appellants still wish to bring a motion permitting them to be referred to by pseudonyms. The parties agree that the motion be heard in writing with the following schedule:
Moving parties' materials (except factum) – June 24, 2022
Responding Landlord's materials (except factum) – July 8, 2022
Moving parties' factum – July 22, 2022
Responding Landlord's factum – July 27, 2022
LTB factum (if any) – July 29, 2022

The motion will be heard the week of August 8th, 2022.

The parties will receive an invitation to upload their materials to CaseLines. The parties are to upload their materials to CaseLines by no later than four weeks before the matter is scheduled to be heard or by the last date for service of materials, whichever date comes latest. Materials are to be uploaded in accordance with section D4 of the February 18, 2021, Notice to the Profession -- Divisional Court. The parties are also required to file their materials with the Court electronically and pay filing fees in accordance with the section D5 of the Notice to the Profession: <https://www.ontariocourts.ca/scj/notices-and-orders-covid-19/div-ct-feb2021/>

The parties are reminded to hyperlink the indexes to all documents uploaded to Caselines.

The parties are also reminded to upload any agreement on costs, or their costs outlines the week before the matter is scheduled to be heard.

The parties are also advised that, during oral argument, the court expects them to refer to materials by CaseLines page numbers, and not by reference to the page number or tabs in the record.

Regards,

Tasheqah Gentles
Registrar/Manager
Superior Court of Justice - Divisional Court
Osgoode Hall
130 Queen Street W., Rm 174
Toronto, ON M5H 2N5

CITATION: Medallion Corporation v. Hillier, 2022 ONSC 6011
DIVISIONAL COURT FILE NO.: 107/22
DATE: 20221024

**SUPERIOR COURT OF JUSTICE – ONTARIO
DIVISIONAL COURT**

RE: Isaac Bon Hillier and Maritza Ortiz, (Moving Party/Appellants in Appeal)

AND:

Medallion Corporation, (Responding Party/Respondent in Appeal)

AND:

Landlord and Tenant Board, Legal Services Branch, (Responding Party)

BEFORE: O’Brien J.

COUNSEL: *I. B. Hillier and M. Ortiz*, Self-represented Appellants

M. W. Melchers, for the Responding Party/Respondent in Appeal

V. Crystal, for the Landlord and Tenant Board

HEARD: In writing (in Toronto)

ENDORSEMENT

Overview

[1] The moving parties, tenants Isaac Bon Hillier and Maritza Ortiz (“Tenants”), appeal from a decision of the Landlord and Tenant Board (“LTB” or “Board”) granting the application for eviction of the landlord, Medallion Corporation (“Landlord”). The Tenants have indicated they wish to bring a motion in this Court permitting them to be referred to by pseudonyms.

[2] Although I am advised a schedule was set for the exchange of motion materials, the moving parties, who are representing themselves, have not filed a notice of motion nor an affidavit. They have only filed the authorities they rely on in support of their arguments regarding privacy and the open court principle.

[3] However, the Landlord has filed a motion record, which provided the Court with the relevant LTB decisions. In addition, the LTB filed a factum setting out the relevant statutory and procedural context, as well as the relevant legal principles. On review of these materials, I find the responding parties had notice of the Tenants’ request that they be referred to by pseudonyms. Therefore, I will decide the Tenants’ request that pseudonyms be used in place of their names on the material provided.

Background

[4] The Tenants rent a residential unit on Sherbourne Street in Toronto from the Landlord. On February 9, 2022, the LTB ordered the termination of the tenancy (the “Order”). The LTB found that the Tenants had been having unwanted and inappropriate conversations with other tenants regarding the COVID-19 pandemic and their personal choice on vaccinations and masks. The LTB also found that the Tenants were provided an opportunity to refrain from having these conversations. Specifically, the Landlord first served them with a notice of termination that was voidable in December 2020 and only served the non-voidable notice in April 2021 when the Tenants’ conduct resumed. The LTB declined to grant relief from eviction in all the circumstances.

[5] On February 17, 2022, the LTB issued a Review Order confirming the original Order.

[6] In the Review Order, the LTB member noted that the Tenants had been asserting a right to be referred to as “Chad” and “Stacy” without providing any evidence that these were their legal names and without seeking an order from the Board authorizing this practice. The Review Order reproduced a portion from an endorsement of the LTB dated October 6, 2021, in which the Board stated that “[a]ll orders and correspondence from the Board will use the Tenants’ names as they appear on the application until there is an order or direction to do otherwise.” I am not aware of any material demonstrating that the Tenants ever applied for an order requiring that the Board refer to them by pseudonyms.

[7] For the reasons that follow, the Tenants’ request for pseudonyms to be used in place of their names in this court proceeding is dismissed.

Analysis

[8] Normally parties are referred to by name in the title of court proceedings, in accordance with the open court principle and rr. 14.06(1) and 61.04(2) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

[9] Both the Tenants and the Board cited the Supreme Court of Canada’s recent decision in *Sherman Estate v. Donovan*, 2021 SCC 25, 458 D.L.R. (4th) 361 (“*Sherman*”), which sets out the principles governing the open court principle. In that case, the Supreme Court reaffirmed at para. 30 that “[c]ourt openness is protected by the constitutional guarantee of freedom of expression and is essential to the proper functioning of our democracy.” Concealing the name of a party, whether by a pseudonym or otherwise, goes against the open court principle because it limits the public’s right to receive information about court proceedings: *Canadian Broadcasting Corp. v. R.*, 2010 ONCA 726, 102 O.R. (3d) 673, at para. 24. To overcome the “strong presumption” of openness, the party asking the court to exercise its discretion to limit public access to the courts must establish the following, per para. 38 of *Sherman*:

- (1) court openness poses a serious risk to an important public interest;
- (2) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
- (3) as a matter of proportionality, the benefits of the order outweigh its negative effects.

[10] If a privacy interest is alleged, it must be shown that “the information in question strikes at what is sometimes said to be the core identity of the individual concerned: information so sensitive that its dissemination could be an affront to dignity that the public would not tolerate, even in service of open proceedings.” Further, “[n]either the sensibilities of individuals nor the fact that openness is disadvantageous, embarrassing or distressing to certain individuals will generally on their own warrant interference with court openness”: *Sherman*, at paras. 34, 63.

[11] While a serious risk to an important public interest may be established either by direct evidence or on the basis of logical inferences, the “inference must still be grounded in objective circumstantial facts that reasonably allow the finding to be made inferentially. Where the inference cannot reasonably be drawn from the circumstances, it amounts to speculation”: *Sherman*, at para. 97.

[12] In this case, the Tenants fail at the first stage of the test to overcome the presumption of openness. They have not demonstrated a serious risk to an important public interest. They have not filed any evidence nor made submissions arising from the material before the LTB. I also am not able to infer such a risk from the material before the LTB. The Board’s findings in the Order and Review Order provide very little information of any kind about the Tenants. The Order only references in a general way how Mr. Hillier had “preach[ed]” and spoken inappropriately to other tenants regarding their personal beliefs related to the COVID-19 pandemic.

[13] The Landlord’s notices to the Tenants, which were before the Board, provide more detail and do not paint their conduct in a positive light. They allege that the Tenants engaged in behaviour such as calling a person a “German Nazi’s foot soldier”; yelling and swearing at staff using offensive language, including referring to them as the “Ku Klux Klan”; and mocking and yelling obscenities at another tenant for wearing a face mask.

[14] In spite of this unflattering portrait, I am not aware of anything in the material that would lead me to conclude that the information about the Tenants constitutes information so sensitive it is an affront to dignity of the type the public would not tolerate. Indeed, it does not appear to be sensitive private information at all, particularly as the Tenants’ alleged conduct occurred in public spaces in the residential complex.

[15] The Tenants therefore have not demonstrated that the Court should use pseudonyms rather than their names in this proceeding.

[16] Finally, I note that while there is a presumption that the media will be given notice of any motion for an order restricting court openness, the courts have discretion to make an order dispensing with notice pursuant to the *Consolidated Provincial Practice Direction*. I do not have any material to suggest the Tenants provided notice to the media of this motion. However, I am exercising my discretion to dispense with this requirement. The Tenants did not file proper motion materials, so their request is entirely unspecified. They have not pointed to any basis for using pseudonyms in place of their names, other than the general principle of open courts referred to in the cases they have cited. There is also no information in the material before the Board by which I would infer a basis for pseudonyms to be used in the specific circumstances of this case. In view of this, and given that I am dismissing the motion, the media need not be notified of it.

Disposition

[17] The motion is dismissed. The Board has indicated it does not seek costs. The Landlord has neither requested costs nor filed a Bill of Costs. Therefore, no costs are ordered.



O'Brien, J.

Date: October 24, 2022

From: Div Court Schedule <DivCourtSchedule@ontario.ca>

Sent: Wednesday, February 1, 2023 4:21 PM

To: isaac@henrycase.org; chad@henrycase.org; stacy@openontario.ca; Mark W. Melchers <melchers@cohenhighley.com>; Crystal, Valerie (MAG) <Valerie.Crystal@ontario.ca>

Cc: Ungureanu, Floredana (MAG) <Floredana.Ungureanu@ontario.ca>

Subject: RE: Medallion Corporation v. Isaac Bon Hillier and Maritza Ortiz- File No.: 107/22

Good afternoon everyone,

Justice O'Brien directs as follows arising from the case conference in this matter on January 27, 2023:

The Respondent landlord requested this case conference because, although the appeal in this matter was scheduled to be heard on February 22, 2023, the appellant tenants had not yet perfected their appeal. According to prior case conference directions, the tenants were required to file their appeal materials on August 8, 2022.

At the outset of today's case conference, the appellant Mr. Bon Hillier claimed to be a person named Chad Testes, who he said was a representative of the appellants. By endorsement dated October 24, 2022, I dismissed a motion in writing brought by the appellants in which they sought to be referred to by pseudonyms. In materials before the Landlord and Tenant Board (LTB) which formed part of the record on that motion, they had been asserting a right to be referred to as "Chad" and "Stacy." Because of this, on further questioning at the case conference, it became apparent that the person appearing on the teleconference was Mr. Bon Hillier. During the case conference, Mr. Bon Hillier made reference to requesting a confidentiality order but I indicated that I would not be referring to him as Mr. Testes given that the motion requesting the use of pseudonyms had been dismissed.

Mr. Bon Hillier advised today that the reason the appellants' material had not been filed was because he had been incarcerated for the period October 6 to December 13, 2022 and was recovering from trauma. I did not receive any evidence or other written material in advance of the case conference to provide more details regarding these statements. In any event, the landlord consented to an extension for the appellants to file their appeal materials. I concluded that the appellants would have until February 21, 2023 to file their materials. Although Mr. Bon Hillier sought additional time, I declined to provide a longer extension considering: (1) the LTB order terminating the tenancy was made almost a year ago, on February 9, 2022; (2) the appellants are now over five months late in delivering their appeal materials; and (3) the appellants have not provided any evidence or specific information regarding the intervening events.

Therefore, February 22, 2023 appeal date is vacated and the parties shall comply with the following schedule:

By February 21, 2023, the appellants shall file their materials on the appeal.

By March 14, 2023, the respondent shall file its responding material.

By March 28, 2023, the LTB shall file its material, if any.

If the appellants fail to perfect their appeal by February 21, 2023 as directed, the respondent may bring a motion in writing on notice to the appellants seeking to lift the stay pending appeal.

The Registrar of the Divisional Court is asked to schedule the appeal for an estimated ½ day before a panel of three judges to be heard no sooner than May 2, 2023, with a date to be provided to the parties by February 24, 2023.

Regards,

Donna Greson

Divisional Court, Panel Coordinator.

From: [Div Court Schedule](#)
To: [Kristin A. Ley](#); [Crystal, Valerie \(MAG\)](#); [Chad](#); [Stacy](#)
Cc: [Harriman, Sarah \(MAG\)](#); [Krista Young-Wells](#)
Subject: RE: Medallion Corporation v. Isaac Bon Hillier and Maritza Ortiz — File No.: 107/22 (2023-06-14) [CHLAW-DMS.FID823257]
Date: Monday, May 29, 2023 4:45:10 PM
Attachments: [image001.png](#)
[image002.png](#)

Good afternoon everyone,

Justice O'Brien directs as follows:

The respondent Landlord on this appeal brings this motion seeking an order lifting the stay of two orders of the Landlord and Tenant Board (“LTB”). The LTB’s first order, dated February 9, 2022, terminated the tenancy between the Landlord and appellant Tenants. The second order, dated February 17, 2022, dismissed the Tenants’ request to review the first order. In recent correspondence with the court, the respondent also asks that the appeal be quashed for delay.

After the Tenants filed their notice of appeal, a case management conference was held before Matheson J., who established a schedule for the exchange of material on the appeal. Pursuant to that schedule, the Tenants were required to file their material by August 8, 2022. The appeal was scheduled to be heard on February 22, 2023. As the Tenants had failed to perfect their appeal in accordance with the directions of Matheson J., a case conference was held before me on January 27, 2023. At the case conference, Mr. Bon Hillier advised that the Tenants had not filed their material because he had been incarcerated for the period October 6 to December 13, 2022 and was recovering from trauma. I noted in my directions that I “did not receive any evidence or other written material in advance of the case conference to provide more details regarding these statements.”

Nonetheless, I vacated the February 22, 2023 appeal date and directed the Tenants to file their material by February 21, 2023. I also directed that if the Tenants failed to perfect their appeal by that date, the Landlord was entitled to bring a motion in writing seeking to lift the stay pending appeal.

The Landlord has now brought that motion in writing and provides evidence that the Tenants did not perfect their appeal by February 21, 2023. By recent emails to the court, the Landlord and LTB both state that the Tenants have not perfected their appeal. The Landlord asks that the appeal be quashed.

However, it appears the Tenants have uploaded various items to CaseLines in support of their appeal. On May 15, 2023, Mr. Bon Hillier emailed the court a copy of a document from the Ministry of the Solicitor General confirming that he was incarcerated from October 6, 2022 to December 13, 2022. In response to directions from the court dated May 29, 2023, the Tenants also seem to confirm that they previously uploaded materials to CaseLines intended for the appeal.

The appeal is scheduled to be heard in just over two weeks, on June 14, 2023. In circumstances where the Tenants have demonstrated some intention to pursue their appeal, it no longer makes sense to have separate motions to quash and/or lift the stay pending appeal. If the appeal is decided as scheduled, the motions to lift the stay and to quash the appeal will become moot.

Therefore, both motions are adjourned to the panel hearing the appeal to be addressed and, if needed, to address costs.

As the Landlord has not filed any material on the appeal, it shall do so by June 5, 2023. The LTB shall file its material on the appeal, if any, by June 7, 2023.

Regards,

Donna Greson,
Divisional Court, Panel Coordinator.

Landlord Tenant Board Rules of Procedure, Rule 21

Rule 21 - Rescheduling and Adjournments

Rescheduling

- 21.1** Parties may agree to ask the LTB to reschedule a CMH or hearing prior to the scheduled date. The request to reschedule must be on consent of all parties and received by the LTB as soon as reasonably possible and **not less than 5 business days** before the scheduled date. Consent is required even where the notice of hearing and application have not been delivered to the responding parties.
- 21.2** A request to reschedule a CMH or hearing received by the LTB less than 5 business days prior to the scheduled date or not on consent of all the parties may be granted if a Member or Hearing Officer is satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1.
- 21.3** The party requesting rescheduling must file a list of the dates each party and any representative is unavailable to attend a CMH or hearing in the three-month period after the date of the scheduled date.
- 21.4** Parties must contact the LTB to learn whether the request is granted and, if granted, the date of the rescheduled CMH or hearing. If the request is denied, the CMH or hearing will proceed on the scheduled date.
- 21.5** If the LTB receives a request to reschedule a CMH, the LTB may instead of granting the request cancel the CMH and schedule a hearing.
- 21.6** A request to reschedule a CMH or a hearing for an application made under section 126 of the RTA will only be considered in exceptional circumstances.

Adjournments

- 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.

21.9 A request to adjourn a CMH or a hearing for an application made under section 126 of the RTA will only be considered in exceptional circumstances.



Tribunals Ontario

Landlord and Tenant Board

Adjourning and Rescheduling Hearings

Interpretation Guideline 1

Interpretation Guidelines are intended to assist the parties in understanding the Board's usual interpretation of the law, to provide guidance to Members and promote consistency in decision-making. However, a Member is not required to follow a Guideline and may make a different decision depending on the facts of the case.

Adjournments and rescheduling requests are also addressed in Rule of Procedure 21.

Section 184 of the *Residential Tenancies Act, 2006* (the RTA) provides that the *Statutory Powers Procedure Act* (the SPPA) applies to all proceedings before the Board; and the authority to adjourn hearings is found in section 21 of the SPPA which provides that:

A hearing may be adjourned from time to time by a tribunal of its own motion or where it is shown to the satisfaction of the tribunal that the adjournment is required to permit an adequate hearing to be held.

This guideline addresses requests to reschedule or adjourn a Board hearing.

For the purposes of the Guideline, rescheduling and adjourning are defined in the following way:

Rescheduling involves staff setting a new date for the hearing in advance of the date originally set for it, usually confirmed by a new Notice of Hearing;

Adjourning involves the Board's decision regarding when the hearing of an application scheduled for a specific day will actually proceed and/or be completed.

General Approach of the Board

Section 183 of the RTA directs the Board 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 to be heard on the matter."

Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make their submissions.

Failing to Attend the Hearing

Section 7 of the SPPA provides that a tribunal may proceed with a hearing in the absence of any party.

Where an applicant fails to appear, a notice of hearing has been sent to the parties and the matter has not been adjourned or rescheduled, the Member will proceed with the hearing, which means the applicant's case will be dismissed as abandoned, whether or not the respondent has attended.

Where the respondent fails to appear, a notice of hearing has been sent to the parties and the matter has not been adjourned or rescheduled, the Member will proceed with the hearing, and will make a decision based on the evidence provided by the applicant at the hearing.

Not preparing for a hearing based on the expectation that it will be rescheduled or adjourned has substantial risk. If the Member decides to proceed with the hearing on the date set, only the evidence presented at the hearing will be considered.

Rescheduling Hearings

Rescheduling Requests on Consent of the Parties

If a party cannot attend a hearing, will not be prepared to proceed on the date set out in the Notice of Hearing or believes that applications scheduled on different dates should be heard together they may ask the other parties if they consent to rescheduling the hearing to a different date. They should request rescheduling as soon as possible after they realize it is necessary.

The Board will reschedule a hearing if the party seeking the rescheduling is able to obtain the agreement of the other party or parties (Rule 21.1). The request must be provided to the Board as soon as reasonably possible and not less than five full business days before the scheduled hearing.

If a tenant requests rescheduling, they should deal with the landlord's representative, if there is one, or with the landlord directly. If there are multiple landlords, the agreement of each must be obtained.

When a landlord requests rescheduling, they should deal with the tenant's representative, if one exists, or with the tenant directly. If there is more than one tenant, the agreement of each must be obtained.

Parties should respond promptly and reasonably to requests from another party to reschedule. If a party is found to be unreasonable in their response to a rescheduling request a Member may order the party to pay costs to the other party.

The party seeking the hearing's rescheduling should submit a written request to the Board at least five business days before the scheduled hearing, preferably in the form provided by the Board. The written request must include:

- confirmation that the other party or parties have agreed to the rescheduling;
- the dates the parties, and, their representatives, if any, will not be available for the next three months (subject to the availability of a Member).

A copy of the request should also be sent to the other party(ies), or, their representatives.

The parties must contact the Board to learn whether the request has been granted.

If the request is granted, Board staff will reschedule the hearing and the parties, or their representatives, will be advised of the rescheduled hearing date by way of a new notice of hearing.

If the Board does not grant the request, the hearing will proceed on the originally scheduled date and the parties or their representatives must attend.

As discussed below, the party or their agent may request an adjournment at the beginning of the hearing which may be granted or denied.

Requests to Reschedule a Hearing Made without Consent or 5 Days' Notice

On occasion, circumstances may arise which prevent a party from following the Board's requirements for rescheduling a hearing. For example, a party has repeatedly attempted to contact the other parties to request their consent to reschedule a hearing and has not received a response, or a party has an important medical procedure scheduled at the same time as the hearing and the other parties have unreasonably refused to consent to the request to reschedule the hearing.

In such circumstances a party may submit a request to reschedule the hearing as soon as reasonably possible. The party should explain why they failed to obtain the consent of the other parties or why the request was made less than 5 business days before the hearing. The party should include with their request any documents which may tend to support the explanation provided in the request.

The request will be considered by a Member or Hearing Officer. The request may be granted if the Member or Hearing Officer is satisfied that it was not reasonably possible for the party making the request to comply with Rule 21.1. If the Board does not grant the request, the hearing will proceed on the originally scheduled date and the parties or their representatives must attend.

On rare occasion last minute unforeseen events such as bad weather or a sudden serious illness may prevent a party from attending a hearing. In such circumstances the party should notify the Board by telephone as soon as they become aware of this, and inform the other party or their representative, as well. The application will remain on the list of hearings for the scheduled time, but the Member will be advised of the telephone message, where possible. If the Member is satisfied that the circumstances are exceptional, the Member may adjourn the hearing without the party being present.

Rescheduling of a Hearing by the Board on its Own Initiative

It may be necessary from time to time for the Board to reschedule a hearing on its own initiative. For example, the Board may determine that it is necessary to reschedule a hearing to a different date in order to ensure that a sign-language interpreter is available, or because a seized Member must hold the hearing. In such cases, the original hearing will be cancelled, and the parties and their representatives will be notified.

Adjournments

Parties are expected to make any necessary arrangement to proceed with a case management or merits hearing on the date set out in the Notice of Hearing. The granting of adjournments is at the discretion of the Member hearing the application or the Hearing Office conducting the case management. Pursuant to s. 21 of the SPPA, an adjournment will only be granted by the Board if it is required to permit an adequate hearing to be held.

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
2. the issues in the application;
3. any prejudice that may result from granting or denying the request;
4. the history of the proceeding including other adjournments or rescheduling;
5. 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.

The Member may consider the conduct of the party opposing the adjournment. For example, if the party opposing the request has shown bad faith or refused to provide information about their case to the other party which would allow them to prepare quickly for the hearing, this may affect the Member's decision.

Procedural Issues

A request for an adjournment should be made at the beginning of the hearing.

If the Member grants the request, the hearing will be adjourned to a date set by the Board, although the parties will usually have an opportunity to offer some preferred dates.

If the matter is adjourned before evidence is heard on the merits of the application, the Member is not "seized" with the application, thus the same Member is not required to conduct the hearing on the adjourned date. However, if the request is made part way through a hearing, the Member may be seized because they heard evidence. In such a situation, the hearing will be adjourned to a time when the same Member can continue the hearing.

Adjournment to Allow Representation

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

A short adjournment may be allowed where a representative has been retained but is unavailable on the date set for the hearing, or where the party can demonstrate that they have made reasonable efforts to retain a lawyer or paralegal before the hearing but have not yet been able to do so.

Adjournment to Hear Applications Together

If a respondent has filed their own application against the applicant and it has been scheduled to be heard on a different date, the respondent should ask to have both applications heard together before the hearing using the Board's rescheduling procedures discussed above.

If the respondent asks for adjournment for this reason at the beginning of the hearing this request will generally only be granted if the respondent's application will affect the outcome of the application being considered. The Board does not generally grant an adjournment on the ground that the respondent intends to file an application against the applicant.

Adjournment to Prepare Case

Both parties are expected to be prepared with their evidence, witnesses, and submissions on the scheduled hearing date, and adjournments are not generally granted because a party is not prepared to proceed.

If a party requests an adjournment to acquire necessary evidence or secure the attendance of a witness, the Member may consider whether the party attempted to acquire the evidence or witness as soon as they became aware it would be required. The Member may also consider whether options other than adjournment are sufficient, such as taking a short recess, proceeding with the hearing and reconvening the hearing at a later date to consider the additional evidence or witness's testimony, or accepting the evidence on a post-hearing basis.

If the applicant's claims are unclear or not detailed enough to allow the respondent to know what evidence they must present at the hearing, the Member may consider whether the application should be dismissed or adjourned to permit the applicant to provide further details. In deciding whether the claim is sufficiently complete and clear, the Member will evaluate the application, documents filed with it and any information the respondent already has.

Adjournment to Prepare for Section 82

During a hearing for a landlord application for rent arrears (section 87 of the RTA) or for termination of the tenancy for rent arrears (section 69 of RTA), a tenant may raise any issue that could be raised in a tenant application under the RTA if they follow the requirements contained in Rule 19.4 (sections 82(1) and 87(2) of the RTA). That Rule states that the tenant must provide the landlord and the Board with a detailed description of each issue the tenant intends to raise and a copy of all documents, pictures and other evidence that the tenant intends to rely upon at least seven days before the hearing, unless the Board orders or directs otherwise.

If the tenant has complied with the disclosure requirements in Rule 19.4, the tenant should be prepared to proceed with their claims under section 82 on the scheduled hearing date. The Board does not generally grant adjournments to allow a tenant to obtain evidence or prepare their claims under section 82.

If a tenant has complied with the disclosure requirements in Rule 19.4, the Board will not generally grant a landlord an adjournment to allow the landlord to prepare a response to the issues raised by tenant.

If the Board permits a tenant to raise issues under section 82 at the hearing without having complied with disclosure requirements in Rule 19.4 and the landlord could not reasonably have anticipated that the tenant would raise these issues and cannot address them at the hearing with a short recess, the landlord may request an adjournment for the purpose of responding to the tenant's claims and obtaining relevant evidence.

Adjournment to Accommodate the needs of a party and French Language Services

A party who requires accommodation under the *Human Rights Code* or requires French Language Services should contact the LTB as soon as possible so that the necessary arrangements can be made for the hearing.

At the beginning of a hearing a party may request an adjournment on the ground that the Board is unable to accommodate their needs or their request for French Language Services. If the Member determines that it is not possible to accommodate the needs of the party at the hearing, an adjournment may be granted.

Further information respecting the Board's accommodation practices can be found in the Board's Human Rights Interpretation Guideline.

Further information respecting the Board's French Language Services can be found in the [Tribunals Ontario French Language Services Policy](#).

Conditions for an Adjournment

The Board may impose conditions if an adjournment is granted. Examples of conditions that may imposed:

- the parties must disclose to each other their evidence or further information about their position by a specified deadline;
- in a case involving a claim for rent arrears, the Member may decide that the tenant should pay some of the arrears either to the Landlord or into the Board's trust account or pay the new rent that becomes due prior to the next hearing;
- the adjournment is granted on a "peremptory" basis, which means that no further adjournment requests will be granted to the party that requested the adjournment, or, to either party, except in the most exceptional circumstances or where the other party consents to the subsequent adjournment request; and
- costs awarded to the party opposing the adjournment to compensate them for costs resulting from the adjournment. (See subsection 204(2) of the Residential Tenancies Act, 2006 (Act), Rule 23 of the Rules of Procedure, and Guideline 3.)

December 1, 2020

tribunalsontario.ca/ltb

Macmull v. Ontario (Ministry of Health), [2022] O.J. No. 53

Ontario Judgments

Ontario Superior Court of Justice

Divisional Court

L.G. Favreau J.

January 7, 2022.

Divisional Court File No.: 555/21

[2022] O.J. No. 53 | 2022 ONSC 182

RE: Miriam Eitana Macmull and Roni Chai Macmull, Applicants, and Ministry of Health, Province, Nurses Complaints, Appeal Bureau and Sunnybrook, Named Responding Parties

(17 paras.)

Case Summary

Administrative law — Judicial review and statutory appeal — Practice and procedure — Application by the Macmulls for judicial review of three decisions of the Health Professions Appeal and Review Board dismissed — The decisions arose from medical treatment provided to the applicants' father before his death — The applicants were given notice that the Court was considering dismissing their application as frivolous, vexatious, and an abuse of process — In their response, the applicants did not address the defects identified by the Court — The proposed proceeding did not meet the most basic legal requirements — The application for judicial review was dismissed as frivolous, vexatious, and an abuse of process — Rules of Civil Procedure, Rules 2.1, 2.1.01.

Health law — Health care professionals — Practice and procedure — Application by the Macmulls for judicial review of three decisions of the Health Professions Appeal and Review Board dismissed — The decisions arose from medical treatment provided to the applicants' father before his death — The applicants were given notice that the Court was considering dismissing their application as frivolous, vexatious, and an abuse of process — In their response, the applicants did not address the defects identified by the Court — The proposed proceeding did not meet the most basic legal requirements — The application for judicial review was dismissed as frivolous, vexatious, and an abuse of process — Rules of Civil Procedure, Rules 2.1, 2.1.01.

Professional responsibility — Self-governing professions — Judicial review — Professions — Health care — Application by the Macmulls for judicial review of three decisions of the Health Professions Appeal and Review Board dismissed — The decisions arose from medical treatment provided to the applicants' father before his death — The applicants were given notice that the Court was considering dismissing their application as frivolous, vexatious, and an abuse of process — In their response, the applicants did not address the defects identified by the Court — The proposed proceeding did not meet the most basic legal requirements — The application for judicial review was dismissed as frivolous, vexatious, and an abuse of process — Rules of Civil Procedure, Rules 2.1, 2.1.01.

Statutes, Regulations and Rules Cited:

Rules of Civil Procedure, Rule 2.1, Rule 2.1.01

Counsel

Miriam Eitana Macmull and Roni Chai Macmull - representing themselves.

David Jacobs - for the Health Professions Appeal and Review Board.

Tara Birkenheier - for Sunnybrook Health Centre.

Lisa Brownstone - for the College of Physicians and Surgeons of Ontario.

Sarah Kushner - for Drs. Mark Silvin, Cameron Burton Guest and Hannah Wunsch.

DECISION UNDER RULE 2.1.01 **OF THE RULES OF CIVIL PROCEDURE**

L.G. FAVREAU J.

Introduction

1 Miriam Eitana Macmull and Roni Chai Macmull sent a request to the Divisional Court to commence an application for judicial review of three decisions of the Health Professions Appeal and Review Board. The decisions arise from medical treatment provided to their father before his death.

2 By notice dated October 4, 2021, the Divisional Court gave the applicants notice that the Court was considering dismissing their application for judicial review on the basis that it appeared to be frivolous, vexatious and an abuse of process pursuant to Rule 2.1 of the Rules of Civil Procedure. The Notice identified significant defects in the applicants' materials.

3 The applicants responded to the Rule 2.1 Notice on October 6, 2021.

4 I have reviewed the applicants' materials, including their response to the Rule 2.1 Notice, and I am satisfied that the application for judicial review should be dismissed pursuant to Rule. 2.1 of the Rules of Civil Procedure.

Background

5 In the notice dated October 4, 2021, I set out the background to this matter and my concerns with the applicants' notice of application for judicial review. I identified the following concerns:

The request did not include a properly formatted Notice of Application for Judicial Review but was in letter form with various attachments. The request purports to name several parties that were not parties before the Health Professions Appeal and Review Board, including the Ministry of Health, the Province and Sunnybrook Health Centre. The Request does not name any of the parties to the proceedings before the Health Professions Appeal and Review Board, including the responding doctors, nor does it name the Board. The relief sought and the grounds for the application for judicial review do not address alleged defects in the Board's decisions but rather make broad allegations about the treatment the MacMull's father received at Sunnybrook Health Centre and seeks broad relief that is far beyond the Divisional Court's jurisdiction on an application for judicial review.

6 As stated in the October 4, 2021 Rule 2.1 Notice, through case management of this matter, I gave the applicants two opportunities to correct the defects in their notice of application for judicial review and urged them to consult a lawyer. In a communication to the Court dated September 27, 2021, the applicants refused to do so and instead suggested that they should not be required to do anything further to move forward with this matter.

7 As I explained in the October 4, 2021 Rule 2.1 Notice, "the challenge with this position is not just that the Macmulls have failed to comply with matters of form; in my view, they also appear to have failed to comply with matters of substance". As I further explained:

An application for judicial review is not a civil action. It is limited in scope and these constraints circumscribe the proper parties to the proceedings and the issues that can be raised. An application for judicial review is limited to a review of the decision made by the decision maker below, which in this case is the Health Professions Appeal and Review Board. The proper record before the Divisional Court on an application for judicial review, with narrow exceptions, is limited to the record that was before the Board. The parties to an application for judicial review are limited to the parties to the original proceeding with the addition of the decision maker - in this case the Board. The relief the Divisional Court can grant is also limited. Typically, if the Court finds that the Board's decision was unreasonable or procedurally unfair, the Court will send the matter back to the Board to be decided afresh. In unique circumstances, the Court may substitute its decision for the Board's decision but, in doing so, the Court is limited to the relief that the Board could have granted when it heard the matter.

8 As mentioned above, the applicants responded to the Court's Rule 2.1 Notice. In their response, rather than addressing the defects identified by the Court, the applicants essentially took the position that they should not be required to comply with the legal requirements for moving this matter forward. In doing so, they suggest that it is the Court's role to investigate their allegations that Sunnybrook mistreated their father. They also take issue with the Court's characterization of their failure to comply with prior directions meant to assist them in moving this matter forward.

Principles applicable to Rule 2.1

9 Rule 2.1.01 of the Rules of Civil Procedure provides for a summary procedure that allows the court to dismiss a proceeding that appears on its face to be frivolous, vexatious, or an abuse of the process of the court.

10 In *Visic v. Elia Associates Professional Corporation*, 2020 ONCA 690, at para. 8, the Court of Appeal for Ontario indicated that one of the principles to be applied by the courts in considering whether to dismiss a proceeding pursuant to Rule 2.1 is as follows:

Rule 2.1 must be "interpreted and applied robustly so that a motion judge can effectively exercise his or her gatekeeping function to weed out litigation that is clearly frivolous, vexatious, or an abuse of process": *Scaduto v. The Law Society of Upper Canada*, 2015 ONCA 733, at para. 8, leave to appeal refused, [2015] S.C.C.A. No. 488. The Rule is not for close calls -- it may be used only in "the clearest of cases where the abusive nature of the proceeding is apparent on the face of the pleading and there is a basis in the pleadings to support the resort to the attenuated process": *Scaduto*, at paras. 8-9; *Khan v. Law Society of Ontario*, 2020 ONCA 320 ("Khan"), at para. 6, leave to appeal to S.C.C. requested, 39321.

11 In addition, in *Visic*, at para. 8, the Court of Appeal emphasized that a Rule 2.1 motion "focuses on the pleadings and any submissions of the parties made under the rule. No evidence is submitted on a r. 2.1 motion..."

Analysis

I am satisfied that the applicants' proposed application for judicial review should be dismissed as frivolous, vexatious and an abuse of process pursuant to Rule 2.1 of the Rules of Civil Procedure.

12 As reviewed above, the proposed proceeding does not meet the most basic legal requirements for an

application for judicial review. It does not name the proper respondents. It names parties who were not parties before the Health Professions Appeal and Review Board. It does not state proper grounds for challenging the Board's decisions. And it raises numerous issues that are not properly before the Divisional Court on an application for judicial review.

13 As previously suggested in the Rule 2.1 Notice, while the applicants may have legitimate concerns about the care their father received at the hospital, they must follow the proper legal processes for bringing those concerns forward in a legal proceeding. On an application for judicial review, the scope of the Divisional Court's powers is limited to reviewing the decision under challenge. The applicants' proposed application does not purport to challenge the Board's decisions and it raises issues that go far beyond the scope of this Court's authority on an application for judicial review.

14 While I accept the applicants' general proposition that the Court should make some allowances for the fact that they are self-represented, this does not extend to allowing the applicants to bring forward a proceeding that names the wrong parties and that does not state proper grounds for judicial review. While self-represented litigants can be excused from complying with some of the Court's formal requirements in appropriate circumstances, they nevertheless have an obligation to inform themselves about court processes and to ensure that their proceedings are tenable at law.

15 Finally, I appreciate that the proposed application for judicial review arises from the death of the applicants' father. Their father's death has no doubt caused significant distress and grief. However, if the applicants wish to bring forward legal proceedings arising from their father's death, they must nevertheless advance a tenable legal claim. An application for judicial review that does not name the proper respondents and that addresses issues that do not arise from the proceedings before the Board is not such a proceeding.

Conclusion

16 Accordingly, the application for judicial review is dismissed as frivolous, vexatious and an abuse of process.

17 Given that the respondents were not required to make any submissions in response to the Court's Rule 2.1 notice, no costs are ordered.

L.G. FAVREAU J.

MEDALLION CORPORATION

Landlord/Respondent

-and-

ISAAC BON HILLIER and MARITZA ORTIZ

Tenants/Appellants

ONTARIO
SUPERIOR COURT OF JUSTICE
(DIVISIONAL COURT)

PROCEEDING COMMENCED AT
TORONTO

RESPONDENT'S COMPENDIUM

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