



Tribunals Ontario

Landlord and Tenant Board

Rules of Procedure

Amended [Date]

The Landlord and Tenant Board (LTB) has the authority to make rules to govern its procedures under s. 176 of the *Residential Tenancies Act, 2006* and s. 25.1 of the *Statutory Powers and Procedures Act*. These Rules apply to all proceedings before the LTB.

There are two parts to the LTB's Rules. Part I is the Social Justice Tribunals Ontario (SJTO) Common Rules, which also apply in other tribunals within SJTO. The Common Rules came into effect on October 1, 2013.

Part II is the LTB Specific Rules as [Date] which apply only within the LTB. Both parts of the Rules should be read together.

Table of Contents

Social Justice Tribunals Ontario Common Rules.....	3
Introduction.....	3
How to Use These Rules.....	3
Part A - Adjudicative Values and Interpretive Principles.....	3
Rule A1 - Application.....	3
Rule A2 - Definitions.....	3
Rule A3 - Interpretation.....	3
Rule A4 - Tribunal Powers.....	4
Rule A5 - Accommodation of <i>Human Rights Code</i> - Related Needs.....	4
Rule A6 - Language.....	4
Rule A7 - Courtesy and Respect.....	4
Rule A8 - Abuse of Process.....	4
Rule A9 - Representatives.....	4
Rule A10 - Litigation Guardians.....	5
Landlord and Tenant Board Specific Rules.....	6
Rule 1 - General Rules.....	6
Rule 2 - Fee Waivers.....	8
Rule 3 - Service of Documents on a Person or Party.....	8
Rule 4 - Filing with the LTB.....	9
Rule 5 - Service of Application and Notice of Hearing.....	10
Rule 6 - Refusal to Accept or Continue to Process an Application.....	12
Rule 7 - LTB Proceeding.....	13

Rule 8 - Pre-Hearing Conferences	14
Rule 9 - Case Management Hearings	14
Rule 10 - L1/L9 Hearings	14
Rule 11 - Application for Above Guideline Rent Increase	15
Rule 12 - Non-Profit Housing Co-operatives.....	15
Rule 13 – Mediation and Dispute Resolution	15
Rule 14 - Consent Orders	16
Rule 15 - Amending Applications	16
Rule 16 - Request to Extend or Shorten Time	17
Rule 17 - Withdrawing an Application	17
Rule 18 - Severing an Application	18
Rule 19 - Disclosure and Evidence	18
Rule 20 - Paying Money Into and Out of the LTB	18
Rule 21 - Rescheduling and Adjournments	20
Rule 22 - Orders and Reasons.....	20
Rule 23 - Costs	21
Rule 24 - Amending Orders.....	21
Rule 25 - Voiding or Staying an Order.....	21
Rule 26 - Review of Orders	22
Appendix A: ServiceOntario Centres	23
Appendix B: Witness Fees	25
Rule 53.04(4) of the Rules of Civil Procedure.....	25

Social Justice Tribunals Ontario Common Rules

Introduction

Social Justice Tribunals Ontario (SJTO) is a cluster of eight adjudicative tribunals with a mandate to resolve applications and appeals under statutes relating to child and family services oversight, youth justice, human rights, residential tenancies, disability support and other social assistance, special education and victim compensation.

The SJTO is committed to providing quality dispute resolution across the cluster including ensuring that its procedures are transparent and understandable. Identifying common procedures and values across the SJTO and, where appropriate, harmonizing those procedures improves access to justice and fosters consistency in the application of fundamental principles of fairness.

These Common Rules are grounded in the core adjudicative values and principles of the SJTO which govern the work of the cluster. The Common Rules provide a consistent overarching framework of common procedures that will continue to evolve.

How to Use These Rules

1. The SJTO Common Rules apply to all cases in any SJTO tribunal and form part of the rules and procedures of each tribunal.
2. For more specific rules please refer to the rules and procedures of:
 - Child and Family Services Review Board
 - Criminal Injuries Compensation Board
 - Custody Review Board Human Rights Tribunal Landlord and Tenant Board
 - Ontario Special Education Tribunal - English
 - Ontario Special Education Tribunal -
 - Social Benefits Tribunal

Part A - Adjudicative Values and Interpretive Principles

Rule A1 - Application

The Common Rules apply to the proceedings of the SJTO. The Common Rules form part of the rules of each SJTO tribunal.

Rule A2 - Definitions

"rules and procedures" includes rules, practice directions, policies, guidelines and procedural directions;
"tribunal" means any SJTO tribunal or board.

Rule A3 - Interpretation

- A3.1** The rules and procedures of the tribunal shall be liberally and purposively interpreted and applied to:
- a. promote the fair, just and expeditious resolution of disputes,
 - b. allow parties to participate effectively in the process, whether or not they have a representative,
 - c. ensure that procedures, orders and directions are proportionate to the importance and complexity of the issues in the proceeding.
- A3.2** Rules and procedures are not to be interpreted in a technical manner.
- A3.3** Rules and procedures will be interpreted and applied in a manner consistent with the *Human Rights*

Code.

Rule A4 - Tribunal Powers

- A4.1** The tribunal may exercise any of its powers at the request of a party, or on its own initiative, except where otherwise provided.
- A4.2** The tribunal may vary or waive the application of any rule or procedure, on its own initiative or on the request of a party, except where to do so is prohibited by legislation or a specific rule.

Rule A5 - Accommodation of *Human Rights Code* - Related Needs

- A5.1** A party, representative, witness or support person is entitled to accommodation of *Human Rights Code* - Related Needs by the tribunal and should notify the tribunal as soon as possible if accommodation is required.

Rule A6 - Language

- A6.1** Individuals may provide written materials to the tribunal in either English or French.
- A6.2** Individuals may participate in tribunal proceedings in English, French, American Sign Language (ASL) or Quebec Sign Language (QSL).
- A6.3** A person appearing before the tribunal may use an interpreter. Interpretation services will be provided, upon request, in accordance with tribunal policy.

Rule A7 - Courtesy and Respect

- A7.1** All persons participating in proceedings before or communicating with the tribunal must act in good faith and in a manner that is courteous and respectful of the tribunal and other participants in the proceeding.

Rule A8 - Abuse of Process

- A8.1** The tribunal may make such orders or give such directions in proceedings before it as it considers proper to prevent abuse of its processes.
- A8.2** Where the tribunal finds that a person has persistently instituted vexatious proceedings or conducted a proceeding in a vexatious manner, the tribunal may find that person to be a vexatious litigant and dismiss the proceeding as an abuse of process for that reason. It may also require a person found to be a vexatious litigant to obtain permission from the tribunal to commence further proceedings or take further steps in a proceeding.

Rule A9 - Representatives

- A9.1** Parties may be self-represented, represented by a person licensed by the Law Society of Upper Canada or by an unlicensed person where permitted by the *Law Society Act* and its regulations and by-laws.
- A9.2** Individuals representing a party before a tribunal have duties to both the tribunal and the party they are representing. Representatives must provide contact information to the tribunal and be available to be contacted promptly. Representatives are responsible for conveying tribunal communications and directions to their client. Representatives should be familiar with tribunal rules and procedures, communicate the tribunal's expectations to their client, and provide timely responses to the other parties and the tribunal.
- A9.3** Where a representative begins or ceases to act for a client, the representative must immediately advise the tribunal and the other parties in writing, and provide up-to-date contact information for the party and any new representative. Where a representative ceases to act for a client the tribunal may issue directions to ensure fairness to all parties and to prevent undue delay of proceedings.

- A9.4** The tribunal may disqualify a representative from appearing before it where the representative's continued appearance would lead to an abuse of process.

Rule A10 - Litigation Guardians

- A10.1** This Rule applies where a person seeks to be a litigation guardian for a party. It does not apply where no litigation guardian is required as a result of the nature of the proceeding.
- A10.2** Persons are presumed to have the mental capacity to manage and conduct their case and to appoint and instruct a representative.

Litigation Guardian Declarations

- A10.3** A litigation guardian for a minor under the age of 18 is required to file a signed declaration in the form designated by the tribunal, confirming:
- the litigation guardian's consent to serve in this role;
 - the minor's date of birth;
 - the nature of the relationship to the minor;
 - that any other person with custody or legal guardianship of the minor has been provided with a copy of the materials in the proceeding and a copy of the SJTO practice direction on litigation guardians;
 - that the litigation guardian has no interest that conflicts with those of the person represented;
 - an undertaking to act in accordance with the responsibilities of a litigation guardian as set out in Rule A10.8; and
 - that the litigation guardian is at least 18 years of age and understands the nature of the proceeding.
- A10.4** A litigation guardian for a person who lacks mental capacity to participate in the tribunal proceeding must file a signed declaration in the form designated by the tribunal, confirming:
- the litigation guardian's consent to serve in this role;
 - the nature of the litigation guardian's relationship to the person represented;
 - reasons for believing that the person is not mentally capable of participating in the proceeding;
 - the nature and extent of the disability causing the mental incapacity;
 - that no other person has authority to be the person's litigation guardian in the proceeding;
 - that any person who holds power of attorney or guardianship for the person for other matters has been provided with a copy of the materials in the proceeding and a copy of the SJTO practice direction on litigation guardians;
 - that the litigation guardian has no interest that conflicts with the interests of the person represented;
 - an undertaking to act in accordance with the responsibilities of a litigation guardian as set out in Rule A10.8; and
 - that the litigation guardian is at least 18 years of age and understands the nature of the proceeding.

Naming and Removing a Litigation Guardian

- A10.5** Upon the filing of a complete declaration as required by this Rule and unless refused or removed by the Tribunal, the person may act as litigation guardian for the party.
- A10.6** The Tribunal will review the declaration and may direct submissions by the parties on whether the litigation guardian should be refused pursuant to Rule A10.7.
- A10.7** Upon review of the declaration, or at any later time in the proceeding, the Tribunal may refuse or remove a litigation guardian on its own initiative or at the request of any person because:
- the litigation guardian has an interest that conflicts with the interests of the person represented;

- b. the appointment conflicts with the substitute decision making authority of another person;
- c. the person has capacity to conduct or continue the proceeding;
- d. the litigation guardian is unable or unwilling to continue in this role;
- e. a more appropriate person seeks to be litigation guardian; or
- f. no litigation guardian is needed to conduct the proceeding.

Responsibilities of Litigation Guardians

- A10.8** A litigation guardian shall diligently attend to the interests of the person represented and shall take all steps necessary for the protection of those interests including:
- a. to the extent possible, informing and consulting with the person represented about the proceedings;
 - b. considering the impact of the proceeding on the person represented;
 - c. deciding whether to retain a representative and providing instructions to the representative; and
 - d. assisting in gathering evidence to support the proceeding and putting forward the best possible case to the tribunal.
- A10.9** No one may be compensated for serving as a litigation guardian unless provided for by law or a pre-existing agreement.
- A10.10** When a minor who was represented by a litigation guardian turns 18, the role of the litigation guardian will automatically end.

Landlord and Tenant Board Specific Rules

Rule 1 - General Rules

Definitions

- 1.1** The definitions contained in the RTA and its regulations apply to these Rules. The following definitions are in addition to those definitions or provide greater clarity. In these Rules:
- a. "Associate Chair" means the Associate Chair of the LTB;
 - b. "CMH" means a Case Management Hearing;
 - c. "co-op member" is as defined in s.94.1(1) of the RTA;
 - d. "DRO" means a Dispute Resolution Officer who is an LTB employee assigned to a conduct a mediation, pre-hearing conference or a CMH. A DRO may also be assigned to act as a Hearing Officer.
 - e. "delivery" means service of a document to a party or the LTB;
 - f. "file" means file with the LTB and a "filing" is anything that is filed;
 - g. "holiday" means any Saturday, Sunday or other day on which the LTB's offices are closed;
 - h. "LTB" means the Landlord and Tenant Board;
 - i. "landlord" is as defined in s.2(1) of the RTA and for the purposes of these Rules may also include a non-profit housing co-operative;
 - j. "Member" means a Member of the LTB and includes a Vice-Chair and the Associate Chair;
 - k. "motion" means a motion in any proceeding or intended proceeding;
 - l. "non-profit housing co-operative" is as defined in s.2(1) of the RTA;
 - m. "party" means a landlord, a non-profit housing co-operative, a tenant, a co-op member, and any other person directly affected by an LTB proceeding;
 - n. "pre-hearing conference" means an in person or telephone meeting of all parties for purposes of case management of an application;
 - o. "proceeding" means all the processes of the LTB from the filing of an application to its final determination;
 - p. "RTA" means the *Residential Tenancies Act, 2006*;

- q. "Regional Office" means an LTB Regional Office;
- r. "regular monthly housing charges" is as defined in s.94.1(1) of the RTA;
- s. "rent" is as defined in s.2(1) of the RTA and for the purposes of these Rules may also include regular monthly housing charges in the case of a non-profit housing co-operative;
- t. "rental unit" is as defined in s. 2(1) of the RTA and for purposes of these Rules may also include a member unit in the case of a non-profit housing co-operative;
- u. "residential complex" is as defined in section 2(1) or section 94.1(1) of the RTA;
- v. "SJTO" means the Social Justice Tribunals Ontario;
- w. "service" means to deliver or to give a document to anyone or to the LTB in the way required by these Rules; and
- x. "tenant" is as defined in s.2(1) of the RTA and for purposes of these Rules may also include a co-op member in the case of a non-profit housing co-operative.

Interpretation and Application

- 1.2** The Associate Chair of the LTB may issue Practice Directions to provide further information about the LTB's practices or procedures.
- 1.3** Where something is not provided for in these Rules, the LTB may decide what to do by referring to other provisions in these Rules.

Powers of the LTB

- 1.4** The LTB will decide how a matter will proceed, may reschedule proceedings on its own initiative, may make procedural directions or orders at any time and may impose any conditions that are appropriate and fair.
- 1.5** Where the RTA requires an affidavit respecting a specified statement or specified information, the LTB will also accept a signed and dated declaration containing the specified statement or specified information provided the declaration confirms the truth of the information or statement and acknowledges that making a false declaration is an offense.
- 1.6** In order to provide the most expeditious and fair determination of the questions arising in any proceeding the LTB may:
 - a. waive or vary any provision in these Rules and may lengthen or extend any time limit except where prohibited by legislation or a specific Rule;
 - b. add or remove parties as it considers appropriate;
 - c. join applications or hear applications together where it is fair to do so;
 - d. sever applications or sever parts of an application;
 - e. conduct any inquiry it considers necessary or request any inspection it considers necessary;
 - f. direct a party to deliver a notice or document to another party or person in any manner that is appropriate;
 - g. allow a party to amend any filing;
 - h. amend an application on its own motion where appropriate, on notice to the parties;
 - i. view a premise which is the subject of an application;
 - j. direct parties to attend a CMH or a pre-hearing conference;
 - k. direct the manner in which a party may communicate with the LTB;
 - l. direct the order in which issues, including issues the parties consider to be preliminary, will be considered and determined;
 - m. define and narrow the issues to be decided;
 - n. question a party or witness;
 - o. order disclosure of evidence;
 - p. limit the evidence or submissions on any issue where satisfied there has been full and fair disclosure of all relevant matters;
 - q. exercise its discretion to permit a party's legal representative to give evidence where

- appropriate;
- r. make interim decisions or orders;
- s. dismiss an application which is frivolous and vexatious, has not been initiated in good faith or does not disclose a reasonable cause of action on its own motion and without a hearing;
- t. refuse to consider a party's evidence or submissions where the party has not provided the evidence or submissions to the LTB and the other parties as directed by the LTB; and
- u. take any other action the LTB considers appropriate in the circumstances.

1.7 In addition to the powers provided for in the RTA, a LTB Hearing Officer may hold a hearing and make an order for:

- a. any landlord application about arrears of rent,
- b. any application where the applicant does not appear at the time scheduled for the hearing; or
- c. any application where the parties have consented to the terms of the order.

Communication with the LTB

- 1.8** A party must notify the LTB in writing of any change in their contact information as soon as possible.
- 1.9** A party may not speak to a Member in the absence of the other parties outside the hearing.
- 1.10** A party may change their language of participation from English to French or from French to English. The decision to change language of participation must be communicated to the LTB immediately.
- 1.11** Where a party changes their language of participation after the Notice of Hearing or CMH is issued and, due to the late notice, a bilingual Member or DRO is not available, absent exceptional circumstances an interpreter will be provided and the hearing will proceed.

Calculation of Time

- 1.12** Where an LTB order or a Rule refers to a number of days this means calendar days.
- 1.13** When something must be done within a specific number of days, the days are counted by excluding the first day and including the last day.
- 1.14** When the time for doing anything ends on a holiday as defined in these Rules the thing may be done on the next day that is not a holiday.
- 1.15** A notice or document may be delivered to a party or person on a holiday and a notice may take effect on a holiday.
- 1.16** Rules 1.12 to 1.15 may not be waived or varied.

Rule 2 - Fee Waivers

- 2.1** Requests for a fee waiver must be made using the LTB's Fee Waiver Request Form.
- 2.2** Fee waivers will be granted where the requestor meets the requirements set out on the Fee Waiver Request form.

Rule 3 - Service of Documents on a Person or Party

- 3.1** In addition to methods of service identified in the RTA a document may be served on a person or party by:
 - a. hand to the person or to an apparently adult person in the rental unit or member unit;
 - b. hand to an employee of the landlord with authority for the residential complex to which the document relates or to the manager or co-ordinator of the non-profit housing co-operative exercising authority for the residential complex to which the document relates;

- c. leaving it at the place where mail is ordinarily delivered to the person, sliding it under the door or putting it through a mail slot in the door of the rental unit or member unit as long as the person remains in possession of the rental unit or member unit;
- d. placing it under the door of a non-profit housing co-operative's head office or business office;
- e. regular or registered mail using the address for service provided by the party;
- f. courier to party's address or, the case of a non-profit housing co-operative, to its head office or business office;
- g. by fax to the party or to a non-profit housing co-operative's head office or business office but only if the document is less than 20 pages or, if it is longer, with the consent of the person receiving it;
- h. by email if the person or party receiving it has consented in writing to service by email.

3.2 A notice of entry under section 27 of the RTA may also be served by posting it on the door of the rental unit.

3.3 A party may ask the LTB to permit an alternative method of service including service by email or service on the party's representative. The request may be made in writing prior to the hearing or at the hearing.

Service by Email

3.4 Parties may consent in writing at any time to service by email.

3.5 Consent to service by email may be revoked at any time by giving notice in writing to the person or party.

3.6 Where a party does not consent to service of a document by e-mail, the LTB may permit the document be served by e-mail on such terms as are just.

Certificate of Service

3.7 Where required by these Rules or the LTB directs, service of a document must be confirmed by completing a Certificate of Service signed by the person who served the document and filing it with the LTB within 5 days of service.

When Documents are Served

- 3.8** A document is considered served on the:
- a. fifth day after mailing;
 - b. date on the fax confirmation receipt when sent by fax;
 - c. day after it was given to the courier when sent by courier, or if that day is a holiday, the next day that is not a holiday;
 - d. day it was sent when sent by email;
 - e. day it was given to the person when delivered by hand.

Rule 4 - Filing with the LTB

- 4.1** A document may be filed with the LTB:
- a. by delivering it in person to any LTB Regional Office or to a ServiceOntario Centre that accepts service on behalf of the LTB;
 - b. where the document relates to an application, by email to the email address of the LTB Regional Office responsible for the region in which the residential complex referred to in the document is located; or
 - c. by mail, courier or fax to the LTB Regional Office responsible for the area in which the residential complex referred to in the document is located.

- 4.2 Where the LTB permits an application to be e-filed, any related Notice of Termination and Certificate of Service must be uploaded at the time of filing using the LTB's e-filing portal: www.sjto.gov.on.ca/ltb/e-file.
- 4.3 If the Notice of Termination and Certificate of Service cannot be uploaded at the same time as the application is e-filed, they must be emailed to the Regional Office responsible for the application within 5 calendar days of the e-filing. Failure to upload or to email these documents in time may result in administrative dismissal of the application.
- 4.4 An application by a non-profit housing co-operative, and any document, other than the payment form, which relates to the application must be filed by email to co-opprocessingLTB@ontario.ca.
- 4.5 When filing documents by email the sender must include the following information:
- the sender's name, address, telephone number, and email address; and
 - the name and telephone number of a person to contact in the event of problems receiving the email and/or attachments.
- 4.6 A document is considered filed on the:
- day it is filed in person at any LTB Regional Office or ServiceOntario Centre that accepts service on behalf of the LTB;
 - fifth day that is not a holiday after mailing;
 - day received when filed by fax. The sender is responsible for ensuring the fax transmission is complete;
 - day received when filed by email;
 - day after it was given to the courier when filed by courier or on the next day that is not a holiday.
- 4.7 Any document filed with the LTB, except for documents filed with an application, must include the following information:
- names of the parties to the application;
 - LTB file number or numbers where available; and
 - the name and contact information of the person filing the document and, where applicable, the name of his or her representative and the representative's contact information.

Rule 5 - Service of Application and Notice of Hearing

- 5.1 The LTB will serve the Notice of Hearing together with an application, motion, or request and any relevant information sheets, on all parties unless the Rules or RTA require otherwise, or the LTB exercises its discretion to order a party to serve. **The LTB will not serve evidence that the parties intend to rely upon at the hearing.** The LTB may serve an application or a Notice of Hearing by email in appropriate circumstances.
- 5.2 The LTB may exercise its discretion to order the party filing an application, motion or request to serve a copy of it together with the Notice of Hearing and any attached information sheets, on all other parties in the following circumstances:
- the application asks for an above guideline rent increase;
 - the application asks to vary the amount of a rent reduction;
 - the application has been amended;
 - the LTB has granted the party's request to shorten the time for service of the application, motion or request;
 - the issues in dispute on the application, motion or request are time sensitive;
 - the LTB is unable to serve the application, motion or request to the other parties; or
 - the LTB determines that an order for service by a party is fair, just and expeditious.

Time for LTB Ordered Service Highly Time Sensitive Applications

- 5.3 A tenant's application alleging illegal lockout must be served **at least 48 hours** before the hearing date set in the Notice of Hearing.

- 5.4** A tenant's application alleging denial of access to possessions after eviction by the Sheriff must be served **at least 5 days** before the hearing date set in the Notice of Hearing.
- 5.5** An application to end the tenancy and evict for any of the grounds listed below:
- a. impairing safety,
 - b. illegal act involving drugs,
 - c. willful damage,
 - d. interference with reasonable enjoyment in small building where landlord lives in the building,
or
 - e. failure to vacate superintendent unit,
- must be served **at least 5 days** before the hearing date set in the Notice of Hearing.

Written Hearings: Service Within 20 Days

- 5.6** Where the LTB issues a notice of written hearing for an:
- a. application to vary the amount of a rent reduction;
 - b. application for a rent reduction for municipal taxes;
 - c. application for an above guideline rent increase due to increased municipal taxes or utilities;
or
 - d. any other application where the LTB directs a written hearing
- the applicant must serve a copy of the application and the notice of written hearing on each respondent no later than 20 days after the LTB issues the notice of written hearing.

AGI, Care Home Transfer or Vary Rent Reduction: Service Within 30 Days

- 5.7** An application for any of the grounds listed below:
- a. above guideline rent increase which will proceed as an oral hearing,
 - b. transfer of a Care Home tenant, or
 - c. varying the amount of a rent reduction
- must be served **at least 30 days** before hearing date set in the Notice of Hearing.

All Other Applications

- 5.8** Where the LTB directs service of any other application it must be served **at least 10 days** before the hearing date set in the Notice of Hearing.

Where a landlord has filed an application under section 226 for a review of a work order issued by an inspector appointed by a local municipality, the landlord must serve the local municipality with a copy of the application and Notice of Hearing **at least 10 days** before the hearing date set in the Notice of Hearing.

Motions

- 5.9** A motion by a:
- a. tenant asking to set aside an ex parte order;
 - b. tenant asking to void an eviction order for arrears;
 - c. landlord asking to set aside an order voiding an eviction; or,
 - d. landlord asking to increase rent above the guideline because repairs, replacements or other work have been completed
- must be served **at least 48 hours** before the time set in the Notice of Hearing.
- 5.10** All other motions must be served as soon as possible and, in any event, **at least 10 days** before the hearing date set in the Notice of Hearing.

Requests

- 5.11** A request to re-open a mediated settlement or a consent order issued under s. 206.1 of the RTA must be served **at least 5 days** before the hearing date set in the Notice of Hearing.
- 5.12** Unless the LTB orders otherwise, service of all other Requests must be done as soon as possible and, in any event **at least 10 days** before the hearing date set in the Notice of Hearing.

Certificate of Service

- 5.13** Where a party is ordered required to serve an application and Notice of Hearing, a completed Certificate of Service signed by the person who served the application must be filed with the LTB within **five days** after the application is served unless the LTB amends the time for filing.

Failure to Serve

- 5.14** Where a party fails to serve as ordered the LTB may:
- proceed with the hearing if satisfied there will be no prejudice to any party;
 - adjourn the hearing; or,
 - dismiss the application, motion or request.

Rule 6 - Refusal to Accept or Continue to Process an Application

Failure to Pay Fine, Fee or Costs

- 6.1** An applicant who fails to pay a fine, fee or costs to the LTB may not file a new application until the fine, fee or costs owed to the LTB have been paid unless the issues raised in the new application are urgent.
- 6.2** For the purposes of this Rule, applications not considered to be urgent include, but are not limited to:
- an application for termination and eviction for rent arrears;
 - an application for payment of rent arrears;
 - an application for termination and eviction for non-payment of housing charges; and
 - an application about maintenance if the tenant is no longer in possession of the rental unit.
- 6.3** Where an application is filed contrary to this Rule and the issues are not urgent, it will be stayed on notice to the parties that all amounts owing must be paid to the LTB within 15 days of the date of the notice. If the applicant fails to pay all amounts owing by that date, the application will be discontinued and any mediation or hearing dates will be cancelled.
- 6.4** Where an application is filed contrary to this Rule and the hearing has not been completed or an order has not been issued, it will be stayed on notice to the parties that all amounts owing must be paid to the LTB within 15 days of the date of the notice. If the applicant fails to pay all amounts owing by that date the application will be discontinued unless doing so would be inappropriate in the particular circumstances
- 6.5** The application fee will not be refunded if an application is discontinued for failure to pay a fine, fee or costs.

Other Circumstances

- 6.6** A landlord's application for compensation for arrears, damage or misrepresentation of income will not be accepted unless the landlord confirms the tenant is in possession of the rental unit.
- 6.7** An application to terminate a tenancy and evict a tenant for non-payment of rent will not be accepted on or before the termination date in the notice of termination.
- 6.8** An application to terminate a tenancy and evict a tenant based on a notice to terminate the tenancy pursuant to section 62, 64 or 67 will not be accepted if filed before the seven day remedy period in the notice of termination has expired.

- 6.9** An application to terminate a tenancy and evict a tenant will not be accepted if filed more than 30 days after the termination date in the notice, unless it is an application based on the tenant's failure to pay rent.
- 6.10** An application which is incomplete because it does not include documents required by the RTA, regulations or Rules will not be accepted.

Rule 7 - LTB Proceeding

Form of Proceedings

- 7.1** The LTB may conduct all or part of any pre-hearing conference, CMH or hearing in person, in writing, by telephone or other electronic means, as it considers appropriate and as may be permitted in the circumstances.
- 7.2** An objection to an electronic proceeding must be in writing and explain why an electronic hearing will cause the party significant prejudice. The notice of electronic hearing will include the date by which an objection must be filed with the LTB.
- 7.3** An objection to a written hearing must be in writing and explain why there is good reason for not holding a written hearing. The notice of written hearing will include the date by which an objection must be filed with the LTB. The LTB may hold a written hearing unless it is satisfied that there is a good reason not to.
- 7.4** Rule 7.3 does not apply to an application under section 132 or 133 of the RTA or an application solely under paragraph 1 of subsection 126 (1) of the RTA.

Summons to Witnesses

- 7.5** A party may ask the LTB to issue a summons for a witness by completing and filing a Request for LTB to Issue a Summons form. The request must be made as soon as the party becomes aware a summons is required. Where a party is represented by a lawyer or paralegal the lawyer or paralegal must prepare and submit the summons with the request.
- 7.6** Service of the summons and payment of the attendance money is the responsibility of the party who requested the summons.

Public Proceedings

- 7.7** LTB hearings are open to the public, except where:
- it is necessary to close some or all of a hearing to the public to prevent serious risk to the proper administration of justice and reasonably alternative measures will not prevent the risk, and
 - the benefits of closing some or all of a hearing to the public outweigh the harm to the rights and interests of the parties and the public.
- 7.8** A party may request that some or all of a hearing be closed to the public. Absent exceptional circumstances the request must be in writing, give reasons in support of the request, be delivered to all other parties and be filed with the LTB as soon as the need for the request arises.
- 7.9** Where the LTB decides to close some or all of a hearing to the public it may make any orders it considers appropriate.

Recording Proceedings

- 7.10** Where the LTB records a hearing, the recording will form part of the record and any party may request a copy of the recording on payment of the required fee. Requests must be made within ten years of the date of the hearing.
- 7.11** On notice to the LTB a party may retain a court reporter to create a transcript of the hearing. The LTB is not responsible for the cost of the reporter. If the transcript is used in the hearing a complete copy must be provided to the LTB and the other parties at the party's expense.
- 7.12** A party may not make any other form of visual or audio recording without receiving permission from the

LTB before the hearing begins.

Rule 8 - Pre-Hearing Conferences

- 8.1** The LTB may exercise its discretion to order parties to attend a pre-hearing conference where it considers necessary.
- 8.2** The purpose of the pre-hearing conference is to:
- identify and simplify the issues in dispute;
 - identify agreements on facts or evidence;
 - set dates by which any steps in the proceeding are to be taken or begun;
 - estimate the length of hearing; and
 - make any other agreements or directions that are appropriate.

Rule 9 - Case Management Hearings

- 9.1** The LTB may require parties to attend a CMH in any application before it.
- 9.2** The CMH may be used to mediate some or all the issues in dispute and the Mediation Rule applies to a mediation conducted as part of a CMH. A representative who attends the CMH on behalf of a party must have the authority to participate in all aspects of the CMH including the ability to agree to a settlement or to obtain instructions about settlement during the CMH.
- 9.3** If the parties do not consent to mediate or cannot settle all the issues in dispute, the LTB may make case management orders to:
- identify and simplify the issues in dispute;
 - identify agreements on facts or evidence;
 - set dates by which any steps in the proceeding are to be taken or begun;
 - estimate the length of hearing; and
 - assist in the just and most expeditious disposition of the application.

Failure to attend a CMH

- 9.4** An application may be dismissed as abandoned if the applicant fails to attend a CMH and there are no exceptional circumstances to explain the absence.
- 9.5** Where a respondent fails to attend the CMH and there are no exceptional circumstances to explain the absence, the respondent may be deemed to accept all of the facts and allegations in an application, the hearing may proceed without further notice to the respondent and the LTB may decide the application based on the evidence before it.

Rule 10 - L1/L9 Hearings

- 10.1** A landlord who applies for an order to:
- evict a tenant for non-payment of rent and to collect rent the tenant owes; or,
 - collect the rent the tenant owes,
- must complete three copies of the "L1/L9 Information Update as of the Hearing Date" form containing complete and accurate information about the tenancy and any arrears of rent owed as of the day of the hearing. A copy must be provided to the tenant, if present at the hearing, and the LTB.
- 10.2** Where the L1/L9 hearing is conducted as an electronic or written hearing the landlord must provide an L1/L9 update form to the LTB and each tenant in accordance with any order or direction for disclosure made by the LTB.
- 10.3** The LTB may refuse to proceed with the hearing until the L1/L9 update form is completed.

Rule 11 - Application for Above Guideline Rent Increase

Response Where Written Hearing

- 11.1** Where the LTB issues a Notice of Written Hearing in an above guideline rent increase application, any response must be filed no later than 50 days after the date on the Notice. The response need not be delivered to the applicant or other respondents. The applicant is responsible for determining whether responses have been filed with the LTB.
- 11.2** The response must identify:
- the issues in dispute and provide the respondent's submissions on them;
 - any remedy or relief requested; and
 - attach any documents that support the respondent's position.
- 11.3** The applicant may file a reply to a response no later than 65 days after the date on the Notice.

Disclosure

- 11.4** An applicant claiming under s.126(1)1 or 3 must be prepared to disclose the rent for each rental unit in the residential complex and the date that rent was established for a new tenant or was last increased for an existing tenant.
- 11.5** An applicant claiming under s. 126(1)2 must file a detailed list of rents with the application.

Rule 12 - Non-Profit Housing Co-operatives

Application

- 12.1** The complete application must provide information requested in each section of the application and include all relevant facts not contained in the Notice of Termination (where applicable) on which the applicant intends to rely.
- 12.2** The application must include a signed declaration from a person with authority to bind the applicant certifying that the respondent's occupancy rights were terminated in accordance with the requirements of s.171.8 of the *Co-operative Corporations Act*.

Response to the Application

- 12.3** A respondent must complete a response responding to all allegations in the application and including any additional facts and issues on which the respondent intends to rely.
- 12.4** The response must be filed with the LTB and delivered to the applicant as soon as possible, but no later than the date specified in the Notice of Hearings.
- 12.5** Where no response is filed, the respondent may be deemed to have accepted all of the facts and allegations in the application and the LTB may decide the application based only on the material before it.

Rule 13 – Mediation and Dispute Resolution

- 13.1** The LTB may offer mediation and dispute resolution services to parties. Parties may agree to mediate some or all of the issues in dispute.
- 13.2** Mediation is required in care home transfer applications.
- 13.3** A party need not attend the mediation provided the party has a representative and the representative:
- has filed a written agreement signed by the party giving the representative the authority to mediate and to agree to a settlement; or
 - is a lawyer or paralegal licensed to practice in Ontario and confirms the party has authorized them to mediate and to agree to a settlement; or
 - confirms the party has authorized the representative to mediate and agrees to a settlement and the other participating parties and the DRO agree to proceed with the mediation in these circumstances.

- 13.4** Where parties have settled, or are close to a settlement of the issues between them without the assistance of a DRO, they may request a DRO facilitate a mediated agreement.

Confidentiality

- 13.5** Anything said during a mediation, including any offer to settle, is confidential and may not be used before the LTB or in any other proceedings.
- 13.6** DROs shall not reveal information obtained in mediation to any other person including a Member. DROs cannot be compelled to give testimony or produce documents in any civil proceeding with respect to matters that come to their attention in the course of their duties including mediation. This Rule cannot be waived.

Mediated Agreements

- 13.7** Where a DRO has facilitated settlement the parties may agree to resolve the application through a mediated agreement and ask the LTB to close its file on that basis. A mediated agreement is not an LTB order.
- 13.8** Where a party has paid money into the LTB, the DRO will direct payment out of the funds as required by the mediated agreement.
- 13.9** Where parties agree to amend an application as part of a mediated agreement the application will be considered amended.
- 13.10** Except where the parties agree otherwise, copies of mediated agreements are confidential, the property of the parties and will not be retained by the LTB.

Request to Re-open

- 13.11** A party to a mediated agreement may ask the LTB to re-open the application if:
- the other party does not meet a term of the mediated agreement;
 - the party making the request lacked the capacity to enter into the mediated agreement; or
 - during the mediation, the other party coerced them or deliberately made false or misleading representations which had a material effect on the agreement.
- 13.12** A request to re-open must be in writing, provide the facts or reasons supporting the request, and attach a copy of the mediated agreement. The request to re-open must be filed with the LTB no later than one year after the mediated agreement was signed unless the parties agree to a longer time.

- 13.13** An application resolved with a hearing order cannot be re-opened.

Rule 14 - Consent Orders

- 14.1** Where all parties consent, some or all of the terms of a settlement agreement may be made part of an order
- 14.2** If the LTB is satisfied that the terms of the agreement are consistent with the RTA it may issue a consent order as requested by the parties or another more appropriate order based on the parties agreement.

Rule 15 - Amending Applications

- 15.1** A request to amend an application before the hearing must be:
- in writing;
 - served with the amended application to all other parties; and
 - filed with LTB with the amended application and a completed Certificate of Service.
- 15.2** Where the request to amend requires the LTB to revise the Notice of Hearing, the applicant must serve the revised Notice of Hearing to all other parties and file a Certificate of Service within 7 days of receiving the revised Notice.

- 15.3** The request to amend will be decided at the hearing after considering:
- a. whether the amendment was requested as soon as the need for it was known;
 - b. any prejudice a party may experience as a result of the amendment;
 - c. whether the amendment is significant enough to warrant any delay that may be caused by the amendment;
 - d. whether the amendment is necessary and was requested in good faith; and
 - e. any other relevant factors.
- 15.4** The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

Rule 16 - Request to Extend or Shorten Time

- 16.1** Except where an extension of time is prohibited by the RTA, the LTB may consider a request to extend or shorten time for doing anything if the request is:
- a. in writing;
 - b. provides reasons in support of the request; and
 - c. filed as required by these Rules.
- 16.2** Absent exceptional circumstances, a request to extend time to file a:
- a. landlord's motion to set aside an order made under s.74(6);
 - b. tenant's motion to set aside an order made under s.77(4);
 - c. tenant's motion to set aside an order made under s.78(6) or (7);
 - d. landlord's application for a determination of whether grounds for refusing consent to an assignment of a site for a mobile home are reasonable;
 - e. landlord's request for a review of a work order;
 - f. request to amend an order; and
 - g. request to review a decision or order
- must be filed together with the motion, application or request.
- 16.3** If an extension of time is granted where the document was not filed with the request the LTB will direct that the document be filed, and any filing fee be paid, by a specific date failing which the document will be refused.
- 16.4** The following factors may be considered in deciding requests to extend or shorten any time requirement under the RTA or these Rules:
- a. the length of the delay, and the reason for it;
 - b. any prejudice a party may experience;
 - c. whether any potential prejudice may be remedied;
 - d. whether the request is made in good faith; and
 - e. any other relevant factors.
- 16.5** A request to extend or shorten time may be decided without requesting submissions from other parties to the application.
- 16.6** Where a request to extend or shorten time is denied, the requesting party may not make further requests to extend or shorten the same time requirement.
- 16.7** If the request to extend or shorten time is granted, the document is deemed to be received on the date on which the party filed it.

Rule 17 - Withdrawing an Application

- 17.1** Where an application is being heard in writing, it may be withdrawn without consent at any time before the day on which the applicant's written submissions are due. The applicant must notify the LTB and

the other parties of the withdrawal as soon as possible.

- 17.2** An applicant may withdraw an application without consent at any time before the oral or electronic hearing begins unless it is for an order that the landlord, superintendent or agent of the landlord has harassed, obstructed, coerced, threatened or interfered with the tenant during the tenant's occupancy of the rental unit in which case it cannot be withdrawn without the consent of a Member or DRO. **The applicant must notify the LTB and the other parties of the withdrawal as soon as possible.**
- 17.3** An oral or electronic hearing begins when parties first come before the Member or DRO and this includes an appearance on a preliminary matter. After an oral or electronic hearing begins the application cannot be withdrawn without the consent of the Member or DRO.

Rule 18 - Severing an Application

- 18.1** When an application is created as the result of severing another application, any procedural requirements or issues that were resolved in the original application continue to apply to the severed application, unless the LTB decides otherwise.

Rule 19 - Disclosure and Evidence

- 19.1** At any time before the hearing has been completed, a party may be directed or ordered to disclose and exchange documents or any other material relevant to the proceeding unless the LTB is satisfied the document is privileged.
- 19.2** A party who fails to comply with an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.
- 19.3** **Unless the Board has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the Board with the following at least five business days before the scheduled hearing:**
- a.** a written description of each issue the tenant intends to raise; and
 - b.** a copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing.
- 19.4** A tenant who fails to provide the Board and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.3 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply the requirements.
- 19.5** The LTB may permit a party to refer to electronic material (audio or video recordings, emails, text messages, social media posts) in the hearing if relevant to the issues in dispute and the Member is satisfied it is reliable. A party is expected to provide a copy to the other party and to the LTB at the hearing but where this is not possible due to the document's format or size, the Member will require the party to file a copy with the LTB by a specified date. If the copy is not filed as directed, the electronic material will not be considered part of the hearing record or considered when making the decision.

Rule 20 - Paying Money Into and Out of the LTB

Rent Arrears: Payments Made Before an Order is Issued

- 20.1** If, before an order is issued, a tenant pays money to the LTB which is at least the amount required to discontinue the application, the LTB shall:
- a.** direct that the amount that would be required to discontinue the application be paid out to the landlord,

- b. direct that any excess be paid to the tenant, and
- c. order that the application is discontinued without holding a hearing.

Rent Arrears: Payments Made Before an Eviction Order is Enforceable

- a. If, after an order is issued but before it becomes enforceable, a tenant pays the LTB at least the amount required to void the order, the LTB will:
 - direct that the amount required to void the order be paid to the landlord,
 - direct that any excess be paid to the tenant, and
 - issue a Notice confirming that the eviction order based on arrears of rent is void.
- 20.2** If, after an order is issued but before it becomes enforceable, a tenant pays the LTB less than the amount required to void the order and the tenant does not file a motion to set aside the order, the LTB will:
 - direct the money be returned to the tenant, once the order has become enforceable, and
 - issue a Notice to the parties confirming that the order is not void.
- 20.3** If, after an order is issued but before it becomes enforceable, a tenant pays the LTB less than the amount required to void the order and files a motion to set aside the order, the LTB will, when issuing its order, direct payment of the money be returned to the tenant.

Rent Arrears: Payments Made After Eviction Order is Enforceable

- 20.4** If, after an order becomes enforceable, a tenant pays the LTB the amount required to void the order and files a motion to set aside the order the LTB will:
 - direct the amount required to void the order be paid to the landlord; and
 - direct any excess be paid to the tenant.
- 20.5** If, after an order becomes enforceable, a tenant pays less than the amount required to void the order, the LTB will direct any money paid to the LTB be returned to the tenant.
- 20.6** If a tenant pays at least the amount specified for enforcement costs in a set aside order by the date in the order, the LTB will:
 - issue a Notice confirming that the eviction order based on arrears of rent is void;
 - direct that the amount that would be required to void the order be paid to the landlord; and
 - direct that any excess shall be paid to the tenant.
- 20.7** Where a tenant is ordered to pay an amount to the LTB for enforcement costs by a specified date and fails to do so the LTB will:
 - issue a Notice confirming the amount was not paid and lifting the stay of the set aside order; and
 - direct that any money paid in to the LTB be paid out to the tenant.

Payment In on Maintenance Applications

- 20.8** A tenant who has filed an application about maintenance may ask for the LTB's consent to pay future rent into the LTB until the application is resolved. Unless the request is made at the hearing, it must be in writing, and must specify:
 - the amount of rent the tenant is required to pay and the date rent payments are due under the tenancy agreement;
 - the amount of rent the tenant wishes to pay in and the rent period(s) or portion(s) of rent period(s) covered by that amount; and
 - the reasons why the tenant believes the LTB should allow the request.
- 20.9** Where the request is made before the hearing starts it will be decided without seeking submissions from the other parties. If the request is denied, the LTB will not consider any further requests to pay in before the hearing begins.

- 20.10** The Member may consider submissions from the other parties when deciding a request to pay in made at the hearing and will issue an interim order if the request is allowed.
- 20.11** Where an interim order for payment in is made the Member will direct payment out at the time of issuing a final order, or, if the application is resolved by mediation, the DRO will direct payment out in accordance with the Rules.

Rule 21 - Rescheduling and Adjournments

Rescheduling

- 21.1** Parties may agree to ask the LTB to reschedule a hearing prior to the hearing date. Absent exceptional circumstances, a request to reschedule will only be considered if made with consent of all parties and is received by the LTB as soon as reasonably possible and not less than five business days before the scheduled hearing. Consent is required even where the notice of hearing and application have not been delivered to the responding parties.
- 21.2** The party requesting rescheduling must file a list of the dates each party and any representative is unavailable to attend a hearing in the three month period after the date of the scheduled hearing.
- 21.3** Parties must contact the LTB to learn whether the request is granted and, if granted, the date of the rescheduled hearing. If the request is denied, the hearing will proceed on the scheduled date.

Adjournments

- 21.4** A party may request an adjournment at the beginning of a hearing or CMH.
- 21.5** A hearing or CMH may be adjourned at the discretion of the Member or Hearing Officer 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:
- the reason for the adjournment and position of the parties;
 - the issues in the application;
 - any prejudice that may result from granting or denying the request;
 - the history of the proceeding including other adjournments or rescheduling; and
 - 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.

Rule 22 - Orders and Reasons

- 22.1** A copy of the LTB's order and any reasons will be sent to each party by:
- mail to the last known address of each party;
 - mail to the representative of the party; or
 - any other method directed or permitted by the LTB.
- 22.2** A party may request written reasons for an order either:
- orally at the hearing; or
 - in writing within 30 days after the order which does not contain reasons is issued, unless the time for requesting written reasons has been extended in accordance with these Rules.
- The LTB will advise the requesting party in writing if the request is denied.
- 22.3** Where reasons are necessary for purposes of deciding a request for review, the Member who issued the order under review will provide reasons promptly without knowledge of the basis or content of the review request.
- 22.4** Where the LTB receives a request for reasons for an order under appeal the Member who issued the

order will provide reasons promptly without knowledge of the basis or content of the appeal.

22.5 Rule 22 cannot be waived.

Rule 23 - Costs

Ordering the Application Fee as Costs

23.1 If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as costs.

Ordering Another Party's Costs

23.2 A member may exercise discretion to order a party to pay another party's:

- a. representation/preparation fees; and
- b. other out-of-pocket expenses.

Where the LTB orders a party to pay the representation/preparation fees incurred by another party, these fees shall not exceed \$100 per hour for the services of a paid representative to a maximum of \$700.

23.3 A party who engages in unreasonable conduct which causes undue delay or expense may be ordered to pay costs to another party.

Ordering LTB Costs

23.4 A party or a paid representative may be ordered to pay the LTB for its costs of a proceeding. Hearing costs will not exceed \$100 per hour to a maximum of \$700.

23.5 The LTB will not order a paid representative to pay its costs unless those costs result from the paid representative's conduct.

Rule 24 - Amending Orders

24.1 A party to an order or any person directly affected by the order may request the LTB to correct a clerical error in an order within 30 days from the date the order or decision is issued.

24.2 The LTB may amend an order to correct a clerical error on its own initiative without seeking submissions from the parties or holding a hearing.

24.3 If an order is amended to correct a clerical error, the LTB may also amend or update other provisions of the order as necessary.

24.4 On its own initiative the LTB may stay an order pending the resolution of a request to amend the order or revoke a stay at any time without obtaining submissions from any party or holding a hearing.

Requests to Amend an Order

24.5 A request to amend an order must:

- a. be in writing and signed by the person making the request;
- b. include the LTB file number, the address of the rental unit, member unit or residential complex, the requestor's name and complete contact information; and
- c. identify precisely the amendment requested.

24.6 A party may ask the LTB to stay its order pending a decision on the request to amend. The request to stay must be in writing and identify the prejudice the party will experience if the order is not stayed.

Rule 25 - Voiding or Staying an Order

25.1 The party who files a set aside motion must immediately take a copy of the motion, the Notice of Hearing and Stay to the Court Enforcement Office. This Rule does not apply to a set aside motion filed by a landlord under s.74(9).

- 25.2** If the LTB issues a notice or an order which confirms that an eviction order is void, the tenant must immediately take a copy of the notice or order to the Court Enforcement Office.
- 25.3** If the LTB issues an order staying an earlier order, the party who asked to stay the earlier order must immediately take a copy of the order staying it to the Court Enforcement Office.

Rule 26 - Review of Orders

Requests to Review an Order

- 26.1** Any party may request review of any order which makes a final determination of the party's rights. For these purposes an interim order may contain a final determination of rights. A person who is directly affected by a final order may also request a review of an order.
- 26.2** The parties to the request to review are the parties to the order, the person requesting the review, and any other person added to the proceedings by the LTB.
- 26.3** The LTB may review an order on its own initiative where it considers appropriate and will issue directions to the parties with respect to the conduct of the review. A party or a directly affected person cannot request an LTB initiated review of an order.

Time for Making a Request

- 26.4** A request to review an order must be made within 30 days of the order being issued.
- 26.5** A request to review an amended order must be made within 30 days of the amended order being issued.
- 26.6** If the request is made more than 30 days after the order or amended order was issued the requestor must also file a request for an extension of time and give reasons explaining the delay.

Form and Contents

- 26.7** A request to review an order must be:
- in writing;
 - signed by the requestor or the requestor's representative; and
 - accompanied by the required fee.
- 26.8** A request to review an order must provide:
- the order number;
 - the address of the rental unit or member unit;
 - the requestor's name, address and telephone number;
 - if the requestor is not a party to the order, explain the requestor's interest in the order;
 - sufficient information to support a preliminary finding of an alleged serious error or an explanation why the requestor was not reasonably able to participate in the hearing;
 - an explanation of how the order should be changed;
 - if seeking to stay the order, an explanation why a stay is necessary and any prejudice or harm may result if a stay is not ordered;
 - information about any appeal of the order; and
 - where there is an appeal of the order, the requestor's position on whether the LTB should lift the stay resulting from the appeal.

Preliminary Review of Request

- 26.9** The LTB will conduct a preliminary review of the request and may exercise its discretion to:
- dismiss the request because it was not filed in time;
 - extend the time for making the request;
 - dismiss the request; or

- d. direct a review hearing of some or all of the issues raised in the request and, where appropriate, make any interim orders.

Stays and Lifting Stays

- 26.10** A party may request a stay of the order as part of the request to review or at any point in the review process. A request for a stay must be in writing and describe any prejudice resulting from a refusal to grant the stay.
- 26.11** The LTB may stay or lift a stay of the order at any point in the review process on the request of a party or on its own initiative, without seeking submissions or holding a hearing. The LTB may include conditions in its order staying or lifting a stay.

Review Hearing

- 26.12** The review hearing may be conducted in person, in writing, by telephone or other electronic means, as the LTB considers appropriate.
- 26.13** Any Member, including the Member whose order is the subject of the request to review, may be assigned to conduct the review hearing.
- 26.14** If the request to review is dismissed the LTB will lift any stay and confirm the order under review.
- 26.15** If the request to review is granted the reviewing Member will identify the issues to be re-heard. The Member may include issues not identified in the request but which the Member finds may amount to a serious error in the order.

Re-Hearing

- 26.16** Unless otherwise directed, the re-hearing will begin immediately after the request to review is granted. Parties must be prepared to proceed with re-hearing.
- 26.17** Following the re-hearing the LTB may confirm, vary, suspend or cancel the order, and lift any stay if necessary.

Limits on Further Requests for Review

- 26.18** The LTB will not consider a further request to review the same order or to review the review order from the same requesting party.
- 26.19** A party or directly affected person may request a review of the same order on different grounds provided the requestor's interests in the proceeding are different from those of the first requestor.

Withdrawing a Request to Review

- 26.20** If the LTB has made an interim order following the preliminary review or has begun hearing the request to review, the requestor must obtain the LTB's consent to withdraw the review request.

Appendix A: ServiceOntario Centres

City/Town	Address	City/Town	Address
Atikokan	108 Saturn Avenue	London	100 Dundas Street
Aurora	50 Bloomington Road West	Manitouwadge	40 Manitou Road
Aylmer	615 John Street North	Marathon	52 Peninsula Road, Centre Block Suite 105
Bancroft	50 Monck Street	Milton	2800 Highpoint Drive, 2nd Floor
Barrie	34 Simcoe Street	Minden	12698 Highway 35
Belleville	199 Front Street, Unit 109	Moosonee	34 Revillion Road
Blind River	62 Queen Avenue	New Liskeard	280 Armstrong Street
Brampton	1 Gateway Boulevard	Nipigon	5 Wadsworth Drive
Brockville	7 King Street West	North Bay	447 McKeown Avenue, Unit 111
Chapleau	190 Cherry Street, Main Floor	Ottawa	110 Laurier Avenue West
Cochrane	143 Fourth Avenue	Owen Sound	1400 First Avenue West, Unit 2
Cornwall	72014th Street West, Unit 2	Parry Sound	7 Bay Street
Dryden	479 Government Road	Pembroke	400 Pembroke Street East
Elliot Lake	50 Hillside Drive North	Peterborough	330 Water Street
Espanola	148 Fleming Street, Suite 2	Rainy River	334 Fourth Street
Fort Frances	922 Scott Street	Red Lake	227 Howey Street
Geraldton	208 Beamish Avenue West	Renfrew	316 Plaunt Street South
Goderich	38 North Street	Sarnia	150 Christina Street North
Gore Bay	35 Meredith Street	Sault Ste. Marie	420 Queen Street East
Guelph	1 Stone Road West	Simcoe	50 Frederick Hobson V.C Drive, Unit 201
Hamilton	119 King Street West, 6th Floor	Sioux Lookout	62 Queen Street
Hawkesbury	179 Main Street East, Suite C	St. Catharines	301 St. Paul Street East
Hearst	613 Front Street	Stratford	5 Huron Street
Huntsville	207 Main Street West	Sturgeon Falls	94 King Street, Unit 8
Ignace	Highway 17 and Highway 599	Sudbury	199 Larch Street, Suite 300
Iroquois Falls	33 Ambridge Drive Main Floor	Terrace Bay	1004 Hwy 17, Main Floor
Kapuskasing	122 Government Road West	Thunder Bay	114-435 S. James St.

Appendix B: Witness Fees

Rule 53.04(4) of the Rules of Civil Procedure

Attendance money actually paid to a witness who is entitled to attendance money, to be calculated as follows:

Item Amount

1. Attendance allowance for each day of necessary attendance: \$50
2. Travel allowance, where the hearing or examination is held:
 - a. in a city or town in which the witness resides, \$3.00 for each day of necessary attendance;
 - b. within 300 kilometres of where the witness resides, 24¢ a kilometre each way between his or her residence and the place of hearing or examination;
 - c. more than 300 kilometres from where the witness resides, the minimum return airfare plus 24¢ a kilometre each way from his her residence to the airport and from the airport to the place of hearing or examination.
3. Overnight accommodation and meal allowance, where the witness resides elsewhere than the place of hearing or examination and is required to remain overnight, for each overnight stay: \$75

Effective as of January 23, 2019

sjto.ca/lrb