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Guestville Apartments Inc. v Watt, LTB-L-097409-24-IN3-AM

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Amended Order
under Sections 16.1 and 21.1 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Numbers: LTB-L-097409-24-IN3-AM et al.
See Schedule 1

In the matter of:	Multiple units (see Schedule 1), 80 GUESTVILLE AVE Toronto ON M6N4N3	
Between:	Guestville Apartments Inc. Michael KIein	Landlords
	And	
	See Schedule 1	Tenants

AMENDED INTERIM ORDER

This amended order is issued to correct a clerical error in the original order issued on May 14, 2026.

Guestville Apartments Inc. and Michael KIein (the 'Landlords') applied for an order to terminate the tenancy and evict Pamelia Watt (the 'Tenant') because the Landlords require vacant possession of the rental unit in order to do major repairs or renovations to the units. The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date. (L2 applications)

The Tenants applied for an order determining that the Landlord Guestville Apartments Inc.:

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.
- withheld or interfered with their vital services. (T2 application: LTB-T-043979-25)

These applications were scheduled to be heard by videoconference on April 15, 2026. The Landlord Guestville Apartments Inc. was represented by A. Hyland. Many of the Tenants attended. All of the Tenants except the Tenant in unit 409 were represented by K. Warwick for the L2 application and by S. Atri and A. Tahir for the T2 application. The Tenant in unit 409 did not attend the hearing.

Where this order refers to the “Tenants,” the order refers to all of the Tenants except the Tenant at unit 409.

Determinations:

Motion to dismiss T2 application

1. The corporate Landlord moved to dismiss the Tenants' T2 application for the following reasons:

    - The application gives insufficient details about the specific allegations;
    - Some of the allegations are statute-barred;
    - The Tenants have no standing to bring an application that the Landlords served N13 notices in bad faith;
    - Some of the allegations concern third party entities and not the corporate Landlord; and
    - The application contains an AI hallucination.

    Insufficient details

2. A respondent to an application must know the case that they are required to meet. This is a matter of fundamental procedural fairness. The corporate Landlord submits that there are certain clusters of paragraphs of the T2 application that do not provide sufficient details of the allegations. These clusters are: paragraphs 32-38, 39-43, 44-53, 54-59, 80-88, and 89-93.

3. Some of the paragraphs in the application contain footnotes that refer the reader to certain exhibits attached to the application. The corporate Landlord submits that the requirement to provide sufficient details is not met by referring to evidence. In many cases this is true because the opposing party and the LTB should not be put into the position of constructing a party's case. However, where the application points directly to a small amount of evidence from which the required details are easily ascertained, a reference to the evidence is sufficient. In this case, as noted below, some of the footnote references are sufficiently surgical to provide the necessary details.

Paragraphs 32-38

4. Paragraphs 32-38 of the application allege that on July 3, 2024 a named employee of the corporate Landlord attempted to stop a tenant meeting from taking place outside the main entrance of the building. These paragraphs also allege that the employee and another staff member filmed the tenants and otherwise intimidated them as the meeting proceeded.

5. The corporate Landlord submits that these paragraphs contain insufficient details because they do not describe how the employee attempted to stop the meeting, how the corporate Landlord's agents intimidated the tenants at the meeting, or if any of the applicant Tenants were at the meeting.

6. The paragraphs at issue, particularly paragraph 35, provide sufficient details for the Landlords to know the case to be met. It is not necessary to describe in granular detail

the precise way in which the Landlord's employee attempted to stop the meeting; what is important to know before the hearing of this matter is the gist of the impugned activity, which in this case is the attempt to stop the meeting. This paragraph states that the Landlords' employees intimidated tenants by filming them. This allegation is sufficiently detailed. Whether any of the applicant tenants attended the meeting is a detail to be brought out in the evidence.

Paragraphs 39-43

7. These paragraphs allege that on two specific dates, specific people associated with one of the Landlords (including the individual Landlord himself) were recorded tearing down tenant union posters from tenants' front doors.

8. The corporate Landlord submits that these paragraphs are lacking in sufficient details because they do not state which tenant's doors were affected. However, the gist of the allegation is that the Landlords or their agents have interfered with tenants' right to associate. These paragraphs give the Landlords sufficient information to know the case that they must meet. I also note that the digital attachments referred to in the footnotes to these paragraphs are videos, one of which shows the unit number of the door from which a poster is removed and the other of which shows the unit number of a unit directly across the hall from the door from which a poster is removed. These videos give the Landlords the information that the corporate Landlord submits is lacking.

Paragraphs 44-53

9. These paragraphs allege that the Landlords have made attempts to make the tenants in certain units pay additional charges in order to harass, intimidate, and threaten these tenants.

10. The corporate Landlord submits that paragraphs 46, 47, and 48 contain insufficient details because none of these paragraphs state how or when the Tenants were harassed. They submit that paragraphs 51 and 52 contain insufficient details about the content and timing of the N5 notices alleged to have been served.

11. I am satisfied that paragraphs 46, 47, 48, 51, and 52 of the application contain insufficient details as alleged by the corporate Landlord. While some paragraphs of the application have footnotes that direct the reader to targeted evidence that provides the missing details, these paragraphs do not do so. The footnotes to these paragraphs direct the reader to documents that do not contain details about the alleged harassment or the N5 notices.

12. The corporate Landlord requests an order striking these paragraphs from the application. This is not necessary. The Tenants are ordered to amend these paragraphs to provide the missing details. This will be sufficient to allow the Landlords to know the case to be met.

Paragraphs 54-59

13. These paragraphs allege that the Landlords served N4 and N8 notices of termination to harass, intimidate and threaten tenants in particular units.

14. Paragraph 54 of the application alleges that the tenants in units 101, 107, 210, 214, 304, and 310 have been harassed through the service of bad faith notices. The corporate Landlord submits that no particulars at all are provided regarding units 101, 107, 210, or 214. This is true.

15. The corporate Landlord submits that paragraph 55 fails to provide any particulars of the alleged harassment, including which tenants were harassed, and that paragraphs 56 and 57 fail to provide particulars regarding the content and timing of the notices of termination. I agree.

16. The Tenants are ordered to amend paragraphs 54 -57 of the application by either providing the necessary details or removing the allegations.

Paragraphs 80-88

17. These paragraphs allege that the Landlords started to demand entry into tenants' units for unnecessary inspections and that some of these entries were illegal because insufficient notice was given or the purpose of the entries did not conform with s.27 of the Act.

18. The corporate Landlord submits that paragraphs 85 and 86 are lacking in sufficient details because they do not state which units were affected and when the notices of entry were delivered.

19. Paragraph 88 makes it clear that the purpose of this cluster of paragraphs is to establish that the Landlords have made excessive demands for entry into their homes in an effort to harass and interfere with the Tenants. It appears that the applicant Tenants seek a group remedy for this issue, not individual remedies based on individual illegal entries. In any event, with respect to the illegal entry allegations, it is not necessary to include the date and time that any of these notices were served; it is sufficient to assert that they were not served at least 24 hours prior to the entry (for the allegations that notice was insufficient). It is also not necessary to know when the notices were served to respond to the allegation that some notices were given for a purpose that does not conform with s.27 of the Act.

20. With respect to the specific units, a footnote to paragraph 85 points to Exhibit 19, an attachment to the application that contains all of the notices listed in the paragraph except the notice dated March 24, 2025. The notice dated April 24, 2025 states that it is for unit 209 and the notice dated March 4, 2025 indicates that it is for unit 403. The notice dated March 14, 2025 indicates it is to all of the tenants in the building. The notice dated February 20, 2025 states that it is to "80 Guestville Ave," which implies that it is for all tenants. Except for the notice dated March 24, 2025, the details respecting which units were affected is found in Exhibit 19.

21. For the reasons above, I am satisfied that except for the allegation respecting a notice allegedly dated March 24, 2025, paragraphs 80-88 of the application are not lacking in

sufficient details. The Tenants are ordered to amend paragraph 85 to include details respecting the notice dated March 24, 2025 or remove this allegation.

Paragraphs 89-93

22. These paragraphs allege that the Landlords have interrupted the supply of tenants' vital services on particular dates without giving sufficient notice.

23. The corporate Landlord submits that these paragraphs are lacking in sufficient details because they do not state the effect of the service interruption on the individual affected units.

24. One of the premises of these paragraphs is incorrect; s.21 of the Act does not state that a landlord may interrupt a vital service only if they have given 48 hours' notice. However, the gist of this allegation is that the Landlords have interrupted vital services without giving notice or only by posting a general notice in a common area. Copies of the impugned notices are attached as Exhibit 20. The notices in this exhibit are all general notices to all tenants, so it is clear that there are no allegations in this section of paragraphs that concern only individual tenants and so it is not necessary to give information about any individual units.

25. Paragraph 93 states that tenants spent the winter holidays in December 2024 without heat in their apartments. This interruption is alleged to be building-wide and so it is implied that all of the tenants, including the Tenants, were affected. This paragraph also alleges that running water had been turned off completely without notice. It is not necessary to set out the details of how tenants in the building were affected. Presumably they were cold on the material dates in December 2024 and they could not bathe or cook with water or drink water from their taps when the running water was cut off.

26. Given the above I am satisfied that paragraphs 89-93 provide sufficient details for the Landlords to know the case to be met.

Statute-barred allegations

27. Subsection 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that no application may be made under subs. 29(1) of the Act more than one year after the day the alleged conduct giving rise to the application took place. The Tenants' T2 application is an application under subs. 29(1) of the Act and it was filed on May 29, 2025.

28. The corporate Landlord submits that paragraphs 50 and 58 contain allegations regarding events that took place more than a year before the application was filed.

29. The Tenants submit that to the extent that these paragraphs refer to events that are more than a year old, the Tenants seek no remedies and that they are mentioned as background.

30. Paragraph 58 refers to events that took place in January 2025, which is not more than a year before the application was filed, and so the allegations in this paragraph are not out of time.

31. Paragraph 50 refers to events that took place in 2023. It is not necessary to strike this paragraph. No remedy will be ordered with respect to the allegations in this paragraph. The Tenants may give evidence with respect to these allegations but only for the purpose of providing background information.

No standing to bring application under s.57 of the Act

32. The corporate Landlord submits that the Tenants have no standing to bring an application under s.57 of the Act for a determination that the Landlords served N13 notices in bad faith. In order to bring an application under s.57 of the Act, a tenant must have vacated the unit. In this case none of the Tenants have vacated their units.

33. While the corporate Landlord is correct that the Tenants do not have standing to bring such an application, this argument is irrelevant to the proceedings because the Tenants' application is brought under subs. 29(1) of the Act and not s. 57 of the Act.

Allegations concerning third party entities

34. The corporate Landlord submits that the allegations in paragraphs 94-96 of the application refer to issues that exist in buildings not owned or operated by the corporate Landlord and so these paragraphs are irrelevant.

35. The T2 application names the corporate Landlord as a respondent and also two individuals as Landlord respondents: Michael Klein and Ludmila Karakoluv.

36. Paragraphs 94-96 of the application allege that the Tenants' allegations concerning the corporate Landlord are part of a pattern of behaviour that involves Michael Klein and Ludmila Karakoluv. These paragraphs refer to buildings owned by Michael Klein.

37. Michael Klein has been provisionally added as a Landlord to the L2 applications because of his apparent connection to the residential complex. (See interim order LTB-L-097409-24-IN2 et al. issued on November 5, 2025 and paragraphs 72 to 75 below).

38. Given that Michael Klein is a named Landlord in the L2 applications and is a named Landlord in the T2 application, I am not satisfied that any of the allegations at paragraphs 94-96 are irrelevant. Accordingly, these paragraphs shall remain intact.

AI hallucination

39. The parties agree that paragraph 89 mis-states the content of s.21 of the Act. This paragraph adds text that states that a landlord may interrupt or diminish the supply of a vital service after giving a tenant 48 hours' written notice.

40. This misstatement was made as a result of using Artificial Intelligence to draft this paragraph. It is what is now commonly known as an AI hallucination.

41. This AI hallucination is also the subject of an argument for costs, which is addressed later in this order.

42. The corporate Landlord submits that this issue should be remedied by striking paragraphs 89 to 93 of the application as an abuse of process.

43. The AI hallucination in this case is not consequential. There is no danger that the LTB would apply this incorrect version of s.21 of the Act in this case.

44. Parties at the LTB (and their representatives) regularly misstate or misrepresent caselaw, sections of the Act, or the nature of the applications filed. An example of the latter error is that in their response to the motion for production, the corporate Landlord repeatedly referred to the L2 applications that are the subject of these proceedings as L1 applications. It would be unduly cumbersome to strike every such misstatement from written submissions and applications filed with the LTB. Paragraph 89 of the T2 application will remain intact. When I consider the application of s.21 to the facts in this case I will not consider the portion of paragraph 89 of the application that is an AI hallucination.

45. In another mistake, in this instance of the LTB's jurisdiction, the factum filed by the corporate Landlord supporting this motion submits that the LTB should hold a hearing so that counsel for the Tenants may show cause why they should not be cited for contempt. Wisely, the legal representative for the corporate Landlord did not make this submission in oral argument. The LTB does not have any contempt powers.

Motion for production

46. The Tenants request an order that the Landlord produce certain documents in its possession. The Board's authority to make such an order comes from section 5.4 of the *Statutory Powers Procedure Act*, RSO 1990, c S.22 (the 'SPPA'), which provides that the Board may make orders for "the exchange of documents" and "any other form of disclosure."

47. In *Ontario (Human Rights Commission) v. Dofasco Inc.*, 2001 CanLII 2554 (ON CA) [*Dofasco*], the Ontario Court of Appeal held that section 5.4 of the SPPA permits a tribunal to order disclosure of any documents that are arguably relevant, provided that they are not privileged. The purpose of disclosure is to ensure that all relevant evidence is before the tribunal, and to enable the parties to obtain documents to advance their own case or damage their adversary's case.

48. The Court's ruling in *Dofasco* is reflected in Rule 19.3 of the LTB's Rules of Procedure.

49. The Tenants seek disclosure of certain communications, notices, information about notices, and information about LTB proceedings involving related properties. The Tenants submit that they have requested this information from the Landlords and have not received a response.

50. The corporate Landlord opposes the Tenants' request for the following reasons:

- Counsel for the Tenants on the T2 application do not represent the Tenants in the L2 applications;

- The LTB does not have jurisdiction to order disclosure;
- The Tenants' motion is procedurally unfair while there is an outstanding motion to dismiss the T2 application;
- The requested relief would delay proceedings;
- The time window for the identified documents and information is overly broad; and
- Some of the identified documents and information are in the hands of third parties.

51. That the Tenants are represented by different counsel for the T2 application than for the L2 applications is not material. There are some overlapping issues between these applications, including whether the Landlords intend in good faith to renovate the units as described in the N13 notices and whether either the corporate Landlord or the individual Landlord or both have a pattern of serving N13 notices in bad faith. The information and documents sought by the Tenants for the T2 application will likely be of use for the Tenants' response to the L2 applications but this does not disqualify the request for production. The information and documents sought to be produced are relevant to the T2 application.

52. As set out above, the LTB has jurisdiction to order a party to disclose information and documents to the opposing side. An order for the Landlords to produce the requested information and documents will delay these proceedings for approximately two months. This is an acceptable delay in exchange for the value of receiving additional relevant evidence.

53. The corporate Landlord's motion to dismiss the T2 application was heard and essentially decided at the hearing held on April 15, 2026. The result is that several paragraphs of the application will be amended. These amendments will provide details as to the dates of events and other specifics; they will not affect the relevance of the information and documents sought to be produced. The corporate Landlord's motion to dismiss has no impact on the Tenants' motion for production.

54. The corporate Landlord's representative submitted that the requested time window for document searches is too broad. The Tenants have requested a search of documents from June 28, 2023 to May 29, 2025. The reason they request a search from June 28, 2023 is that is a year before the first of the N13s was served on the Tenants. This is a sound rationale for the starting date for this search and so I do not believe the time window is overly broad.

55. The corporate Landlord's representative submitted that the Landlords should not be ordered to provide documents from third parties. I will only order the production of documents that are in the possession of the Landlords or their agents or corporate principals. I consider corporations under the control of Michael Klein or Ludmila Karakulov not to be third parties for the purpose of this order. In other words, where the Landlords are ordered to provide documents in their or their agents' possession, I consider documents in the possession of a corporation controlled by Michael Klein or Ludmila Karakulov to be in the possession of the Landlords. The Tenants have provided

copies of corporate filings showing that Michael Klein is the sole director of Lindsay Apartments Inc., Melvin Apartments Inc., and Dawes Apartments Inc. The Tenants have requested documents respecting two other corporations that they believe are associated with the Landlords: 250 Frederick Inc. and 94 Beck Inc. The sole director of these corporations is Ludmila Karakulov, who is also the sole director of the corporate Landlord.

57. The Tenants seek disclosure of any communications, including text messages, emails, and WhatsApp messages, sent to or from employees of the corporate Landlord, Michael Klein, Ludmila Karakulov, or Shaya Klein between June 28, 2023 and May 29, 2025 which contain any of the following phrases or names: “union,” “association,” “posters,” “signs,” “tenant meeting,” “80 Guestville Tenant Association,” “York South-Weston Tenant Union,” “York South Weston Tenant Union,” “YSW,” “ACORN,” “Chiara Padovani,” “N13s,” “renoviction,” “turnover,” “flip,” “under-market rent,” “undermarket rent,” and the names of the Tenants as set out in this order’s style of cause.

58. I believe that a search for the words “posters,” “signs,”” “turnover,” and “flip” may result in some relevant documents but would also yield a great number of irrelevant documents. The level of disclosure that would result from these searches would be disproportionate to the issues in these applications and so the Landlords will not be ordered to search for these terms.

59. The information and documents requested by the Tenants are relevant to these proceedings.

60. For the above reasons, the Landlords will be ordered to disclose the documents and information requested by the Tenants, with modifications as noted above.

Request for alternative service re: Michael Klein

61. The Tenants’ representatives request an order allowing them to serve Michael Klein by alternative means. They wish to serve Mr. Klein with a summons as he has not appeared on any of the hearing dates for these matters. They submit that the Tenants have attempted to serve Mr. Klein in person at his business address on Tycos Drive on two occasions but both times he was not there. The Tenants do not have a residential address for Mr. Klein.

62. Subsection 12(3) of the *Statutory Powers Procedure Act, 1990* (‘SPPA’) provides that a summons must be served personally. Section 23 of the SPPA provides that a tribunal may make such orders or give such directions as it considers proper to prevent an abuse of its processes. Rule 3.4 of the LTB’s Rules of Procedure provide that a party may request that the LTB permit an alternative method of service.

63. I believe that evasion of service of a summons is a form of abuse of process and so, as per s.23 of the SPPA and Rule 3.4 of the LTB’s Rules, the LTB has the authority to permit alternative service of a summons.

64. The Tenants' representatives submitted that Mr. Klein should be able to receive mail at the address that he has listed as the corporate address for several of his corporations, 140 Tycos Drive, Suite 100, Toronto, Ontario M6B 1W8 (the 'Tycos address') and that he could receive emails at the email address mkdiamond@rogers.com. Mr. Klein gave this email address in a letter sent to the LTB on April 13, 2026 and so I am satisfied that it is an address at which Mr. Klein receives emails. The Tycos address is the address for several corporations for which Mr. Klein is a director and so I am satisfied that mail will be received by him at the Tycos address.

65. The Tenants have established that they have attempted unsuccessfully to serve Mr. Klein personally with a summons in accordance with subs. 12(3) of the SPPA. To prevent an abuse of process, the Tenants are permitted to serve Mr. Klein with any document or notice in this proceeding, including a summons, by mail to the Tycos address or by email to mkdiamond@rogers.com.

Costs

66. At the hearing on April 15, 2026, the corporate Landlord requested an order that the Tenants' representatives pay party costs to the corporate Landlord and that they pay Board costs because of the misstatement at paragraph 89 of the application, referred to at paragraphs 39-43 above.

67. The representative for the corporate Landlord submitted that he spent two to three hours ascertaining that paragraph 89 mis-states the content of s.21 of the Act because AI was used to generate text in this paragraph and drafting the paragraphs in the corporate Landlord's materials about this mis-statement.

68. The Tenants' representative SA admitted that paragraph 89 mis-states the text of s. 21 of the Act and that this happened because the text of this paragraph was generated by AI. SA further acknowledged that she and her colleagues erred by not sufficiently reviewing this paragraph and so they did not notice the problem. She requested that I consider the circumstances under which the application was drafted and filed, which are: the Tenants approached a legal clinic to assist in filing this application. The hearing of the Landlords' L2 applications was to take place on June 16, 2025. The legal clinic would not assist the Tenants, who then drafted the application without legal assistance. On May 28, 2025, the Tenants approached their current representatives and retained them. The Tenants' representatives reviewed the draft application, made some revisions, and then filed the application the next day. They did so quickly because they did not want to cause any delay in the L2 proceedings.

69. The LTB's Interpretation Guideline 3 discusses the factors to be considered when deciding whether to order Board or party costs. For Board costs, the relevant considerations are whether the party or their representative acted improperly or unreasonably in a proceeding and, in doing so, wasted Board resources. Party costs are ordered where a party's or their representative's conduct is unreasonable. The Guideline includes a list of conduct that may be considered unreasonable; as the Guideline itself states, conduct is unreasonable if it causes undue expense or delay.

70. There is no reason to order Board costs in this case. To the extent that the mistake in paragraph 89 wasted hearing time, that time was spent hearing the argument that the Tenants' representatives should be sanctioned in some way. It took very little time for me to recognize the mistake.

71. I also do not believe that it is appropriate to order party costs. The Tenants' representatives' conduct was unreasonable in the sense that they were professionally obligated to ensure the accuracy of the legal statements in the application. However, I am not satisfied that this conduct resulted in undue expense or delay such that it would rise to the level of unreasonableness contemplated by Guideline 3. It was the corporate Landlord's representative who decided, after noticing that the text of s.21 was set out incorrectly, to spend approximately two hours ascertaining the origin of the misstatement. It was not necessary to know or to tell the LTB how this misstatement came to be. It would have been sufficient to point out that s.21 of the Act says nothing about a 48 hour notice requirement.

Michael Klein remains a Landlord

72. By interim order LTB-L-097409-24-IN2, issued on November 5, 2025, I provisionally added Michael Klein as a Landlord in these proceedings. I stated in that order that at the next hearing, which took place on April 15, 2026, I would accept evidence from Mr. Klein as to his role with respect to this property and I may re-visit whether he is properly named as a Landlord in these proceedings.

73. Mr. Klein did not attend the hearing on April 15, 2026. He sent a communication to the LTB on April 13, 2026 which was uploaded to the LTB's portal on April 15, 2026. It came to my attention the next day. This communication disputes that Mr. Klein has been properly or lawfully added as a party to these proceedings and asserts that he has not been properly served with the application or supporting materials.

74. Mr. Klein's communication is in response to my interim order adding him as a party and it is directed to my attention, so I am satisfied that Mr. Klein is being informed by someone associated with the corporate Landlord about these proceedings. It would make no sense that he was made aware of my interim order but not of the hearing scheduled for April 15, 2026, which apparently he chose not to attend. For this reason it is not unfair to treat him as a Landlord in this order. In any event, this order and the notice of hearing for the next hearing dates will be sent to Mr. Klein by the LTB via the Tycos address and the Tenants will be directed to serve him the Tenants' application and evidence at that address by mail.

75. Mr. Klein's communication to the LTB sent on April 13, 2026 does not give any information that refutes my provisional determination that he is a Landlord in this proceeding. At the outset of the hearing on July 21, 2026, Mr. Klein will be given a further opportunity to give evidence to support his assertion that he should not be named as a Landlord in these proceedings.

It is ordered that:

1. The hearing is adjourned to **July 28, 29, and 30, 2026**. I am seized.

2. On or before May 15, 2026, the Tenants shall amend their T2 application in accordance with paragraphs 12, 16, and 21 above.

3. The Landlords shall perform a keyword search to identify all communications (text messages, emails, WhatsApp messages, etc.) sent from or to employees of the corporate Landlord, Michael Klein, Ludmila Karakulov, or Shaya Klein between June 28, 2023 and May 29, 2025 which contain any of the following phrases or names: “union,” “association,” “tenant meeting,” “80 Guestville Tenant Association,” “York South-Weston Tenant Union,” “York South Weston Tenant Union,” “YSW,” “ACORN,” “Chiara Padovani,” “N13s,” “renoviction,” “under-market rent,” “undermarket rent,” and the names of the Tenants as set out in this order’s style of cause.

4. On or before June 17, 2026, the Landlords shall give the Tenants the following documents:

    a) Copies of all communications identified in paragraph 3, above, which are arguably relevant and not privileged;

    b) A list of all other communications identified in paragraph 3, stating the reason the Landlords assert that each communication is privileged or not arguably relevant;

    c) A list of all N13 notices served in residential complexes in Ontario for which Michael Klein is a director, officer, or beneficial owner;

    d) For five sample properties/corporations (250 Frederick Inc. 94 Beck Inc., Lindsay Apartments Inc., Melvin Apartments Inc., and Dawes Apartments Inc.), one file per property including: one N13 notice, permit documentation associated with the N13 notice, and the L2 application filed with the LTB supported by the N13 notice. These documents are to be produced only if they are in the possession of the Landlords or their agents or principals (including corporate directors).

    e) Any communications (text messages, emails, WhatsApp messages, etc.) sent to or from Michael Klein from June 28, 2023 to May 29, 2025 to the date of filing that include the words: “250 Frederick Inc.” or “94 Beck Inc.”

5. On or before May 25, 2026 the Tenants shall serve Michael Klein with a copy of the T2 application, the amended T2 application, and all evidence currently relied upon by the Tenants. The Tenants may serve these documents by regular mail to the Tycos address.

May 14, 2026
Date Issued

May 22, 2026
Date Amended

_____
Renée Lang
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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

Schedule 1 – File numbers, Tenants, and unit numbers

File number	Tenant(s)	Unit Number
LTB-L-097409-24	Pamelia Watt	409
LTB-L-097419-24	Peter Rodriguez Elizabeth Astudillo	314
LTB-L-097427-24	Leandro Arias Oscar Zuniga	313
LTB-L-097439-24	Nicholas James	210
LTB-L-097457-24	Sharon Henderson Trevor Smalling	208
LTB-L-097469-24	Valessa Gumbs Floyd Hazzard	107
LTB-L-097478-24	Wilbur Interiano Mira Merly Sandoval	105
LTB-L-008457-25	Vanessa Rodriguez	106
LTB-L-008525-25	Shiffon Renwick Roger Braveboy	214
LTB-L-008532-25	Yuri Romero Rosa Cahuana	302
LTB-L-008536-25	Billy Robert Thornhill	304
LTB-L-008539-25	Marcia Lewis	406
LTB-L-016294-25	Elizabeth Renwick	212
LTB-L-016298-25	Emmanuel Omamuzo Odueme	307
LTB-L-016304-25	Edgar Deustua Burgos	205
LTB-L-016309-25	Keon Simmons	211
LTB-L-016312-25	Ana Sualog Daryl Sualog	310
LTB-L-016318-25	Jose Eugenio	311
LTB-L-016322-25	Julie Allen Roger Kimball	306
LTB-L-016326-25	Steven Oliveira	312
LTB-L-016330-25	Violet Pascal	403
LTB-L-016340-25	Larissa Silva	412
LTB-L-016344-25	Oscar Roque	209
LTB-L-016348-25	Eduardo Calla Ana Rosa Calla	204
LTB-L-016353-25	Maria Perea Amparo Dunn	201
LTB-L-016356-25	Eduardo Arellano Molina Luz Marina Deustua	104
LTB-L-016358-25	Rodolfo Vazquez Lorena Ortega	103