



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Polish Canadian Centre Association of Windsor v Siwak, 2026 ONLTB 20878

Date: 2026-03-12

File Number: LTB-L-005957-26-SA

In the matter of: 2, 1565 POLONIA PARK PL
WINDSOR ON N8Y4V4

Between: Polish Canadian Centre Association of Windsor Landlord

And

Joanna Siwak Tenant

Polish Canadian Centre Association of Windsor (the 'Landlord') applied for an order to terminate the tenancy and evict Joanna Siwak (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 9, 2025 with respect to application LTB-L-052203-25.

The Landlord's application was resolved by order LTB-L-005957-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-005957-26.

This motion was heard by videoconference on March 4, 2026.

The Landlord's legal representative Cameron Parrott and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

1. The Landlord filed an L1 application for arrears of rent which was resolved by way of a conditional order on September 9, 2025. The order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to make the payments specified in the order.

The Breach

2. There is no dispute that the Tenant breached the September 9, 2025 order when she failed to pay the lawful rent as required for January 2026 and failed to pay arrears owing for December 25, 2025.

The Circumstances

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on September 9, 2025, the only issue before me is whether I am “satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order”.
4. The Tenant said that she is self employed and her income depends on when her clients pay their invoices. She said she has had issues with her ODSP benefit in January and February 2026 and has not received payment. The issue has not yet been resolved. She recently sent \$1,000.00 to her sister abroad to help with her grandfather’s funeral expenses.
5. The Tenant said that her adult children have moved into the rental unit and have agreed to contribute \$500.00 each toward rent commencing in April 2026. I note, they were not present to testify.
6. Around February 2026, the Tenant said she started employment as an Airbnb host and expects to generate a reasonable income. She has outstanding invoices around \$500.00, pending payment.
7. The Tenant said she also obtained a license to be a financial broker. It is commissioned based and she has made around \$700.00 since December 2025. She used the money to pay bills and buy groceries.
8. The Tenant said that the income she receives for cleaning services is guaranteed due to the corporate nature of the accounts. That income is around \$1,316.00 monthly.
9. The Tenant said that she has applied for support from the housing stability program and has been assured she will receive relief equivalent to two months rent. I note, no documentary evidence was provided to support this claim.
10. The Landlord opposed the Tenant’s motion. The Landlord’s representative said that the last payment made by the Tenant to the Landlord was November 20, 2025. The Tenant has not made any good faith payments to the Landlord.
11. The Landlord’s representative explained that the housing stability program is granted in circumstances where there is a viable tenancy. This is not a viable tenancy. Since the Tenant agreed to the payment plan as per the September 9, 2025 order, she had not made the required payments and the arrears are growing. The amount claimed in the initial application was around \$1,020.00 and have grown to around \$5,000.00. while the Landlord is a large not-for-profit entity, to order another payment plan when the tenancy is no longer viable would be unreasonable.

12. At the hearing I conducted a close examination of the Tenant's financial circumstances. While the Tenant referenced various sources of income, she did not provide any documentary evidence to support her claims nor did she call any witnesses. Based on the Tenant's submissions related to the cleaning income and her reported expenses, I do not find this is a viable tenancy. I also considered the \$700.00 payments received by the Tenant from other income that she used to pay other expenses. The Tenant had meaningful choices, was aware of her financial obligations to the Landlord and chose to prioritize other expenses. The Tenant knew her tenancy was at risk of being terminated, the Tenant was then given a repayment plan to preserve her tenancy, but despite this, chose to prioritize other debts. On the evidence, I do not find this to be a viable tenancy.
13. In my view, the Landlord has attempted to work with the Tenant in good faith by consenting to a payment plan at the last hearing and the Tenant has shown no effort to comply with the terms. As such, I find any further or new payment plan ordered would likely be breached again.
14. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-005957-26.

Lifting the Stay

15. The Tenant has requested the Board delay lifting the stay for three months to allow her time to find alternative accommodations.
16. The Landlord's representative said that it is likely the arrears will continue to grow and the Landlord must minimize their losses.
17. I am mindful to the fact that this tenancy began around 2016 and therefore find it would not be unfair to delay the lifting of the stay to April 30, 2026.
18. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-005957-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-005957-26 is lifted on April 30, 2026.

March 12, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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