



Order under Section 57 Residential Tenancies Act, 2006

Citation: Solarz v WODZ, 2026 ONLTB 23084

Date: 2026-03-18

File Number: LTB-T-044955-25

In the matter of: 20 MCGILL ST
TRENTON ON K8V3J2

Between: Fredrick Solarz
Sharri-Anne Gellner
Tenants

And

KAZIMIERZ WODZ
Landlord

Fredrick Solarz and Sharri-Anne Gellner (the 'Tenants') applied for an order determining that KAZIMIERZ WODZ (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on March 11, 2026.

The first-named Tenant, the Landlord's Legal Representative, Loryn Lux and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The residential unit is known as 20 McGill Street, Trenton, Ontario.
3. This application alleges that the Landlord served an N12 notice of termination in bad faith.

Preliminary Issue

4. The Landlord's Legal Representative brought up a preliminary issue and requested that the application be dismissed. Ms. Lux stated that the Landlord did not provide any written notice for the Tenants to vacate and they did not provide an N12 notice of termination.
5. Ms. Lux submitted that section 43(1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") states "Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, a) identify the

rental unit for which the notice is given; b) state the date on which the tenancy is to terminate; and c) be signed by the person giving the notice, or the person's agent."

6. Further, the Landlord's Legal Representative submitted that a Tenant may file an application under section 57 (1) a if "the landlord gave a notice of termination under section 48 in bad faith, the former tenant vacated the rental unit as a result of the notice or as a result of an application to or order made by the Board based on the notice, and no person referred to in clause 48(1) a, b, c or d occupied the rental unit within a reasonable time after the former tenant vacated the rental unit."
7. Ms. Lux stated that due to the fact that no written notice was served to the Tenants by the Landlord, the Tenants have no ability to bring this action.
8. The Tenant stated that the Landlord advised him verbally in April of 2023 that he had to be out by the winter of 2023 as he would be developing the property. He then stated that the Landlord changed the date and verbally advised him to vacate the rental unit by the spring of 2024. The Tenants vacated their rental unit on July 22, 2024.
9. As the Landlord did not serve any type of written notice to terminate the Tenants' tenancy, the Tenants have no standing to file this application. As such, the application must be dismissed.
10. Ms. Lux requested that the Tenants pay costs of \$500.00 to the Landlord as she made it clear to the Tenant in mediation that he was not able to bring this application. She stated that the Tenant insisted on having this matter heard by the Member which increased costs for her client.
11. The Tenant responded that he felt that he required a hearing.
12. I am not satisfied that costs are necessary in this circumstance and I decline to award same.

It is ordered that:

1. The Tenants' application is dismissed.

March 18, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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