



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

Citation: BOWDEN v VIOET, 2026 ONLTB 34935

Date: 2026-04-30

File Number: LTB-L-082488-25-RV

In the matter of: UPPER UNIT, 1 ERIE AVE
LONDON ON N6J1H9

Between: BRAD BOWDEN Landlord

And

DEANNA VLOET Tenant

Review Order

BRAD BOWDEN (the 'Landlord') applied for an order to terminate the tenancy and evict DEANNA VLOET (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-082488-25 issued on December 11, 2025.

On February 27, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 27, 2026, interim order LTB-L-082488-25-RV-IN was issued, staying the order issued on December 11, 2025.

This request was heard by videoconference on April 9, 2026.

Only the Landlord's legal representative, T. Mobberley, attended the hearing. I was satisfied that the Tenant had received the Notice of Hearing and there was no request to adjourn before me. Based on this, I proceeded to hear the review at 9:30 a.m.

Determinations:

1. The Tenant did not attend the merits hearing held on December 3, 2025. After that hearing, a standard termination order was issued.
2. The Tenant filed her request for a review alleging that she was not reasonably able to participate in the hearing held on December 3, 2025.
3. Since the Tenant did not attend her request for a review, I find that the Tenant has abandoned her request, and it will be denied.

4. The Landlord requests costs, as well as requests that Board costs be imposed on the Tenant.
5. The Tenant's last name is "VLOET". The application named the Tenant as "DEANNA VIOET". At the merits hearing, the Landlord's request to amend the application to name the Tenant as "Deanna Vloet" was granted, and the order was issued to that name.
6. The notice of hearing was sent to "DEANNA VIOET" at the correct address.
7. In her request for a review, the Tenant said that she was not reasonably able to participate in the merits hearing because "I did not receive or recognize the Notice of Hearing due to repeated delivery of mail and packages addressed to a name similar to mine; however, the last name on the mail did not match my legal name as shown on my identification. This ongoing issue caused confusion about whether an LTB correspondence was intended for me, leading me to reasonably believe the mail was not mine." She further writes that she brought package back to the post office and returned it to sender with a note explaining that the name did not match her legal identity.
8. The Landlord requests \$700.00 party costs because they submit that the Tenant has abused the process, and cause undue expense to the Landlord with her request for a review. As a result of the Tenant's review request, that she failed to attend, the Landlord submits that the Tenant delayed her eviction and obtained three extra months of free rent.
9. The Landlord submits that Board costs should also be imposed on the Tenant for abusing the legal process, and for filing a frivolous and vexatious review request.
10. The Landlord's legal representative said that the Tenant has a pattern of taking advantage of the legal system to punish her Landlord, and to obtain free rent and services. He submitted into evidence a series of correspondence between the Landlord, London Hydro and the municipality of London that demonstrates that the Tenant asked for a final reading of her hydro on February 27, 2026. The service was disconnected as a result of the Tenant's request, and then the Tenant complained to the municipality that a vital service had been cut off. This led to a fine being imposed on the Landlord by the municipality for "not providing a vital service of hydro to" to the Tenant "while they are still occupying the unit."
11. I find that both party costs and Board costs are appropriate in this matter for the following reasons.
12. The documentary evidence on file shows that the Tenant did exactly what she described above, in her review request, with respect to the notice of hearing. She returned it to the Board, the sender, writing on the envelope, "Again, no one w/the last name "Vioet". Maybe my Landlord should read the name on the lease." The order was also returned to the Board with the handwritten message on the envelope, "For the millionth time, my last name is VLOET NOT VIOET", adding "If you want me to open this, address it properly." The Tenant also received the notice of hearing for the review hearing, because she uploaded evidence to the file for the review on April 8, 2026, with a message that mentions the hearing on April 9, 2026. Nevertheless, the Tenant did not attend the review hearing.
13. In accordance with Rule 23.2 of the Landlord and Tenant Board's Rules of Practice and the Board's Interpretation Guideline 3, a Member may order costs where the conduct of

the party was unreasonable. Conduct is unreasonable if it causes undue expense or delay.

14. According to subsection 204(3) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board's Rules of Procedure, Rule 23.4, and the Board's Interpretation Guideline #3 the Board may order a party to pay the Board the costs of a proceeding. These costs shall not exceed \$100.00 per hour or \$700.00 per proceeding.
15. The Board's Interpretation Guideline #3 provides that unreasonable conduct includes conduct that causes undue expense or delay, including bringing a frivolous or vexatious application or motion, initiating a procedure in bad faith, asking for delays without justification, showing a lack of respect for the process of the Board. I find that the Tenant's conduct throughout this proceeding has been unreasonable in all the ways mentioned above.
16. The Tenant was well aware of the merits hearing, but she chose to return the Board package to sender with a disingenuous message claiming that she did not recognize the name on the envelope. The Tenant's message on the envelope displayed a tone of contempt for her Landlord, when it was she who had failed to pay the rent. She continued to withhold the rent, and then filed her request for a review, admitting in it, her disingenuousness with respect to the hearing that she did not attend. The Tenant was clearly aware of the hearing and the order, yet she returned the order to the Board with an almost identical message on the envelope as she had put on the notice of hearing package. These actions bought the Tenant a further three months of free rent. They also created unnecessary expense of resources, scheduling and time of the Board. Then, although well aware of the review hearing, having disclosed evidence for it, the Tenant chose not to attend. The interim order, staying the eviction order, states quite clearly at paragraph #5 "A failure to attend the review hearing may be viewed as an abuse of process and may result in costs being ordered against the Tenant."
17. The Landlord's evidence with respect to the Tenant disconnecting her hydro service shows that the Tenant repeatedly engaged in a vexatious pattern of creating undue expense and retaliation against her Landlord, merely for seeking his entitlement to rent payment.
18. I find that the Tenant has caused the Landlord the expense of hiring a legal representative, and at least two hours of extra hearing and preparation time for the Landlord's legal representative. I find that the Landlord is entitled to party costs of \$200.00.
19. The Tenant also caused the Board a waste of resources, order writing time, scheduling and hearing time with her abuse of process. I find that the Tenant should be ordered to pay Board costs of \$300.00.

It is ordered that:

1. The request to review order LTB-L-082488-25 issued on December 11, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order LTB-L-082488-25-RV-IN issued on February 27, 2026, is cancelled. The stay of order LTB-L-082488-25 is lifted immediately.

3. The Tenant shall pay the Landlord \$200.00 costs.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant shall pay costs of \$300.00 to the Landlord and Tenant Board on or before May 11, 2026.
6. If the Tenant does not pay the Board the full amount owing on or before May 11, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 12, 2026, at 4.00% annually on the balance outstanding

April 30, 2026

Date Issued

Nancy Morris

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.

Payment of costs must be made to the Board by the deadline set out above. The fine can be paid by certified cheque, bank draft or money order made payable to the *Minister of Finance*. If paying in person, the debt can also be paid by cash, credit card or debit card.