



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

Citation: Brown v Chisholm, 2026 ONLTB 42882

Date: 2026-05-28

File Number: LTB-L-016837-26-RV

In the matter of: 57 LEOPOLD DR
SARNIA ON N7S2S7

Between: Bonnie Brown Landlord

And

Jahavel Chisholm Tenant
Charlene Hampel

Review Order

Bonnie Brown (the 'Landlord') applied for an order to terminate the tenancy and evict Jahavel Chisholm and Charlene Hampel (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-016837-26, issued on May 7, 2026.

On February 24, 2026, the Tenant Jahavel Chisholm requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Reasons:

1. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order, that a serious error occurred in the proceedings, or that the Tenant was not reasonably able to participate in the proceeding.

Reasonable ability to participate

2. The review request states that the Tenant was not able to attend the hearing because her elderly mother was sick that day, and she had to care for her. No further details are provided.
3. The Tenant has not explained how her mother's illness prevented her from attending the videoconference hearing or, at the very least, logging in at the start of the hearing to ask that the matter be adjourned.

4. The review submissions are simply insufficient to support a conclusion that the Tenant was not reasonably able to participate in the hearing.

Serious error

5. The Tenants also argue that the Member did not consider an “option to purchase agreement” they have signed with the Landlord, stating that they have a right to purchase the property provided that they honor all other terms of their lease agreement. They have not explained how that agreement would have been relevant to this proceeding, which was about rent arrears and had nothing to do with whether the Tenants would have a right to purchase the property. Further, on its face the agreement would appear to no longer be in effect since the Tenants did not, in fact, honour all the other terms of their lease agreement.
6. The review also argues that the order contains an error of fact because it finds that the Tenants have a rent deposit of \$1,549.94. The Tenants say that they paid a deposit of \$5,000.00 on June 9, 2025. With their review, they filed a copy of a receipt for \$5,000.00 for “funds for deposit.” I note that the “option to purchase agreement” states that the Tenants had paid \$5,000.00 towards a purchase down payment, which would be forfeited if they did not exercise their option to purchase the property.
7. If the Tenants wished to argue that their \$5,000.00 deposit was not really a deposit towards a purchase, or was otherwise invalid, and was really a rent deposit, then they should have attended the hearing to say so. It was not an error for the Member to find, on the evidence before her, that the rent deposit as of the hearing date was \$1,549.94.
8. The review will therefore be denied.

It is ordered that:

1. The request to review order LTB-L-016837-26, issued on May 7, 2026, is denied. The order is confirmed and remains unchanged.

May 28, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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

