



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

Citation: Pawlowski v Bodden, 2026 ONLTB 40698

Date: 2026-06-19

File Number: LTB-L-087201-25-RV-AM

In the matter of: 1, 165 EMERSON ST
HAMILTON ON L8S2Y1

Between: Waldemar Pawlowski Landlord

And

Chelsea Bodden Tenant

Review Order

Waldemar Pawlowski (the 'Landlord') applied for an order to terminate the tenancy and evict Chelsea Bodden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was resolved by order LTB-L-087201-25 issued on February 4, 2026.

On March 17, 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 March 18, 2026 interim order LTB-L-087201-25-RV-IN was issued, staying the order issued on February 4, 2026.

This application was heard by videoconference on May 7, 2026.

The Landlord and the Tenant attended the hearing.

This order is clerically amended to correct the calculations in chart F of Schedule 1 – Summary of Calculations. Changes are bolded and underlined for ease of reference.

Determinations:

Request to Review

1. On March 6, 2026 the Landlord requested an amendment to the original order because the rental unit city was listed as 'Mount Hope' instead of 'Hamilton', and as a result they were unable to enforce the order. The N4 Notice listed as the address as Mount Hope, the

change occurred when the Landlord filed the L1 application.

2. The Tenant requested a review on the basis that they were not advised of the hearing. In combination with the Landlord's statement that the order was unenforceable with the address listed as Mount Hope, it is reasonable to conclude that the incorrect address preventing enforcement of the order may also have prevented correct delivery of the Notice of Hearing to the Tenant.
3. The request to review is granted. As a result, order LTB-L-087201-25 issued on February 4, 2026 was cancelled, and a new hearing was held to consider the merits of the original application.

Merits of the Original Application

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The daily rent/compensation is \$55.00, collected weekly.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to are \$20,251.00.
9. The Tenant disputes the amount owing, but has no documents to support additional payments and provided no specific details of payments made beyond a general assertion that unreceipted cash payments were made.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Tenant wished to raise maintenance issues under section 82 of the Residential Tenancies Act, 2006, (the 'Act'), to offset the rent owed, however no issues were disclosed in advance to the Board or the Landlord. Accordingly, the Tenant was not permitted to raise the issues for the purpose of a rent abatement. However, the issues were considered to determine if they constituted serious ongoing issues which would prevent the Board from granting the application pursuant to section 83(3) of the Act.
13. The Tenant is in the best position to prove their allegations via documentary evidence but did not serve or file any documents. The Landlord did not have advance notice of the issues raised but was able to provide reasonable explanations and responses. Based on the evidence before the Board, the Tenant has not proven on a balance of probabilities that serious ongoing issues exist which would prevent the Board from granting the Landlord's application.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not suggest a

viable payment plan. The Tenant requests a two-month delay in terminating the tenancy but provides no specific circumstances which would support this request. As no payments have been made since July 2025, the Tenant has had ample opportunity to put aside money to cover moving expenses and any further delay would be prejudicial to the Landlord.

It is ordered that:

1. The request to review order LTB-L-087201-25 issued on February 4, 2026 is granted.
2. Order LTB-L-087201-25 issued on February 4, 2026 is cancelled and replaced by the following:
 1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust (See Schedule 1):**
 - \$20,437.00 if the payment is made on or before May 9, 2026
 - \$20,822.00 if the payment is made on or before May 16, 2026
 - \$21,207.00 if the payment is made on or before May 23, 2026
 - \$21,592.00 if the payment is made on or before May 30, 2026
 - \$21,977.00 if the payment is made on or before June 6, 2026
 3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 5, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 6, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,437.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$55.00 per day for the use of the unit starting May 8, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before June 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 7, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 6, 2026, then starting June 7, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after June 7, 2026.

May 25, 2026
Date Issued

June 19, 2026
Date Amended

Dawn Carr
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 7, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 9, 2026

Rent Owing To May 9, 2026	\$20,251.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,437.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 16, 2026

Rent Owing To May 16, 2026	\$20,636.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$20,822.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 23, 2026

Rent Owing To May 23, 2026	\$21,021.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,207.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 30, 2026

Rent Owing To May 30, 2026	\$21,406.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,592.00

E. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 6, 2026

Rent Owing To June 6, 2026	\$21,791.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,977.00

F. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To May 3, 2026	<u>\$19,921.00</u>
Application Filing Fee	\$186.00
Total amount owing to the Landlord	<u>\$20,107.00</u>
Plus daily compensation owing for each day of occupation starting May 4, 2026	\$55.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	