



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

Citation: Mitch & Phalen Dudman v Steadman, 2026 ONLTB 634

Date: 2026-01-08

File Number: LTB-L-092577-25-SA

In the matter of: 1, 13 JAMES ST N GD 0
FOREST ON N0N1J0

Between: Mitch & Phalen Dudman c/o Unext Property Management Landlord

And

Jessica Steadman Tenant

Mitch & Phalen Dudman c/o Unext Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Steadman (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 Board on consent of both parties on June 24, 2025 with respect to application ltb-l-034544-25.

The Landlord's application was resolved by order LTB-L-092577-25, issued on June 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-092577-25.

This motion was heard by videoconference on December 16, 2025.

The Landlord's legal representative Kristen Jarvis and the Tenant attended the hearing.

Determinations:

There was a breach of the previous mediated settlement

1. The Tenant failed to meet a condition specified in the order issued by the Board on consent of both parties on June 24, 2025 with respect to application LTB-L-034544-25.
2. The parties agree that the Tenant did not make the full payment toward the Tenant's rent arrears that she agreed to make on or before November 1, 2025. She made a partial payment, but the parties agree that she was \$51.51 short of the amount owing.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-092577-25.
4. The Tenant testified that she had a shortfall in her monthly budget because her father was hospitalized and she had to spend money on transportation to and from the hospital during this time. She also testified that she has since paid the balance of the November arrears payment, the subsequent arrears payment due on or before December 1, 2025, and that the December rent was paid in full and on time. The Landlord did not meaningfully dispute this testimony.
5. The Tenant has been diligent in complying with the Board's order. While she did breach the terms of the order, the breach did not significantly prejudice the Landlord and was promptly remedied.
6. While the Landlord was entitled to bring the L4 Application before the Board following the breach, the Landlord is not entitled to an eviction order or extension of the timeframe of the breached order as a result. In all of the circumstances, I find that no termination of the tenancy is warranted and no change to Order LTB-L-034544-25 is warranted.

It is ordered that:

1. The motion to set aside Order LTB-L-092577-25, issued on June 24, 2025, is granted.
2. Order LTB-L-092577-25, issued on June 24, 2025, is set aside and cannot be enforced. The Landlord's L4 application is dismissed.
3. The Board order issued on June 24, 2025 with respect to LTB-L-034544-25 is unchanged.

January 8, 2026

Date Issued

Jeremy Henderson

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.