



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

File Number: LTB-L-101343-25-SA

In the matter of: 224 FIRST AVE
WELLAND ON L3C1Y8

Between: Carolynne Nava Landlord
Aldo Nava

And

Henry Dufour Tenant
Shelley Price

Carolynne Nava and Aldo Nava (the 'Landlord') applied for an order to terminate the tenancy and evict Henry Dufour and Shelley Price (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 LTB on November 28, 2025 with respect to application LTB-L-071460-25.

The Landlord's application was resolved by order LTB-L-101343-25, issued on December 9, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-101343-25.

This motion was heard by videoconference on December 23, 2025.

The Landlord Aldo Nava and the Tenants attended the hearing.

Determinations:

1. The Landlord filed an L4 application alleging that the Tenants failed to pay the lawful monthly rent when it became due on December 1, 2025. The Tenants acknowledged that they did not comply with a condition set out in the order issued by the Board on November 28, 2025, in relation to application LTB-L-071460-25.
2. The Tenants provided evidence that, following the original hearing held on November 13, 2025, they began making weekly payments of \$125.00 to the Landlord. Three such payments were made on November 15, November 22, and November 29, 2025, totaling \$375.00.

3. On November 28, 2025, the Board issued order LTB-L-071460-25, requiring the Tenants to pay the Landlord \$125.00 weekly beginning December 5, 2025. The Tenants testified that, because the order required payments starting December 5, they applied the \$375.00 previously paid toward the December 2025 rent. On December 1, 2025, they paid an additional \$1,675.00 to the Landlord for December rent.
4. The Tenants later realized that the monthly rent had increased to \$2,101.25 effective December 1, 2025. Upon discovering the shortfall, they paid the remaining \$51.25 on December 12, 2025. The Tenants do not dispute the validity of the rent increase; they simply forgot to pay the full amount on December 1.
5. The Landlord submitted that this reflects a pattern of behaviour by the Tenants and argued that they should not be granted any relief for failing to pay the December 2025 rent on its due date.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-101343-25. It was reasonable for the Tenants to apply the \$375.00 paid on November 15, 22, and 29, 2025 toward the December 1, 2025 rent, given that the order required arrears payments to begin on December 5, 2025. As the Tenants were short only \$51.25 for December rent and have demonstrated an understanding of their obligation to pay the full lawful monthly rent and arrears moving forward, it is appropriate to set aside order LTB-L-101343-25.

It is ordered that:

1. The motion to set aside Order LTB-L-101343-25, issued on December 9, 2025, is granted.
2. Order LTB-L-101343-25, issued on December 9, 2025, is set aside and cannot be enforced.
3. The previous order issued on November 28, 2025 with respect to LTB-L-071460-25 is restored.

January 6, 2026
Date Issued

Brett Lockwood
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.