



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

File Number: LTB-L-092973-25-SA

In the matter of: 1, 1188 QUEENS BUSH ROAD
WELLESLEY ON N0B2T0

Between: 2353231 ONTARIO INC. Landlord

And

BECKY SCHIEDEL Tenant
CHAD CHERWINSKI

2353231 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict BECKY SCHIEDEL and CHAD CHERWINSKI (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on February 7, 2025 with respect to application LTB-L-085440-24-SA.

The Landlord's application was resolved by order LTB-L-092973-25, issued on November 10, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-092973-25.

This motion was heard by videoconference on December 8, 2025.

The Landlord's Legal Representative Britany Colley and the Tenant Becky Schiedel attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on February 7, 2025 with respect to application LTB-L-085440-24-SA.
2. It was agreed by the parties that the Tenant failed to pay the lawful monthly rent in full and on time on November 1, 2025.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-092973-25.
4. The Tenant testified that she breached the order because she only receives \$696 per month from Ontario Works, and the Tenant Chad Cherwinski currently has no income. The Tenant testified that she depends on friends a family for support since she stopped working in May 2025. The Tenant Chad Cherwinski sells things online, which only provide an intermittent income.
5. She testified that her family usually provides her with \$300.00-\$500.00 every month.
6. The Tenant testified that she paid November rent on November 7, 2025, and paid the rent for December 2025 in full and on time.
7. The Tenant sought to have the *ex-parte* order set aside and the original order reinstated.
8. The Tenant testified that while she had also paid other months late in the past from, she was usually only one or two days late, and they is no longer in arrears.
9. I am satisfied that it would be unfair to set aside order LTB-L-092973-25. Based on the Tenant's income the tenancy does not appear to be viable, and while the Tenant is not currently in arrears, the Tenant does not appear to have sufficient income to pay the lawful monthly rent, and I find that it would be prejudicial to the Landlord to preserve the tenancy when it does not appear to be viable. I also note that this is the second motion to set aside related to late payment during this tenancy, and the breach itself flows for a prior set aside order. This all further demonstrates to my mind that the tenancy is not viable.

The stay is lifted on January 5, 2026.

10. The stay of order LTB-L-092973-25 is lifted on January 5, 2026. I accept that the Tenant's live on a limited income and will struggle to secure appropriate alternate accommodation, therefore I am satisfied that it is appropriate to delay the lifting of the stay to January 5, 2026, in order to allow the Tenant additional time to secure alternate accommodation.

It is ordered that:

1. The motion to set aside Order LTB-L-092973-25, issued on November 10, 2025, is denied.
2. The stay of order LTB-L-092973-25 is lifted on January 5, 2026.
3. Order LTB-L-092973-25 is unchanged.

January 5, 2026
Date Issued

Reid Jackson
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.