



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

File Number: LTB-L-095600-25-SA

In the matter of: 76, 141 GALLOWAY RD
SCARBOROUGH ON M1E4X4

Between: ALICIA ALI Landlord

And

Kalliopi Axiotis Tenant
Kofi Debra Carmichael

ALICIA ALI (the 'Landlord') applied for an order to terminate the tenancy and evict Kalliopi Axiotis and Kofi Debra Carmichael (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 mediated settlement signed by the parties on September 16, 2025 with respect to application LTB-L-043213-25.

The Landlord's application was resolved by order LTB-L-095600-25, issued on November 18, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-095600-25.

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

The Landlord and the Landlord's Legal Representative Sobini Tharmalingam and both named Tenants attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

There was not a breach of the previous order

1. The Tenant did not fail to meet a condition specified in the order issued on September 16, 2025, with respect to application LTB-L-043213-25.
2. The order made determinations with respect to the lawful monthly rent and directed the Tenant to pay \$200.00 on or before the 1st day of each month from October 1, 2025 to

June 26, 2026 and \$143.50 on or before July 1, 2026 towards arrears. The Tenant was also ordered to pay the lawful monthly rent in full and on time from October 1, 2025 to July 31, 2026.

3. The L4 filed by the Landlord alleges that the Tenant failed to pay \$200.00 towards arrears on November 1, 2025 and instead paid only \$193.50.
4. The Tenant disputed that they had breached the order. They testified that when the original matter was before the Board, the Member had indicated that they were likely to find in favour of the Landlord with respect to the dispute over the lawful monthly rent. Accordingly, the Tenant began making additional payments while they waited for the order to be issued and overpaid by a total of \$6.50 between August and October 2025.
5. Therefore, when they received the order which directed them to pay \$200.00 on November 1, 2025, they paid \$193.50 to account for the previous overpayment.
6. Ultimately, while the Tenant may not have complied with the order to the letter, I am not satisfied that they have breached and note that as of November 1, 2025 they had paid the amount required, with a portion of that payment occurring early. In my view this is similar to making partial payments, with the result being that the Tenant had paid \$200.00 towards the arrears by November 1, 2025. Therefore, I am not satisfied that a breach has occurred.

The surrounding circumstances

7. Even if I were satisfied that a breach had occurred, after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-095600-25.
8. Should the Tenant's payments have constituted a breach I note that there is little prejudice to the Landlord as by November 1, 2025, they had received the payments they were entitled to under LTB-L-043213-25. Therefore, I find that there would not be any prejudice to the Landlord in setting aside the order, while to deny the motion to set aside would be highly prejudicial to the Tenant's who had paid the \$200.00 ordered by November 1, 2025.
9. Therefore, had I been satisfied of a breach, I would still set aside the ex-parte order.

It is ordered that:

1. The motion to set aside Order LTB-L-095600-25, issued on November 18, 2025, is granted.
2. Order LTB-L-095600-25, issued on November 18, 2025, is set aside and cannot be enforced.

January 9, 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.