



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

File Number: LTB-L-090279-25-SA

In the matter of: 1, 63 JEAN ST
SUDBURY ON P3C4W2

Between: Albert Kennedy Landlord

And

Jessica Quenneville Tenant

Albert Kennedy (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Quenneville (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 July 21, 2025 with respect to application LTB-L-033952-25.

The Landlord's application was resolved by order LTB-L-090279-25, issued on November 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-090279-25.

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

The Landlord's Agent Graeme Stevens and the Landlord's Legal Representative Jessica Quenneville and the Tenant and the Tenant's Legal Representative Allison Woods 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 July 21, 2025 with respect to application LTB-L-033952-25.
2. The original order LTB-L-033952-25 issued July 21, 2025, ordered the Tenant to pay to the Landlord \$3,386.00 for arrears and costs. The Tenant was directed to pay \$200.00 on or before the 25th of each month for 16 months up to and including October 25, 2026, and \$186.00 on or before November 25, 2026.
3. The Tenant was also directed to pay the lawful monthly rent in full and on time from August 1, 2025 to October 1, 2026 or until the arrears are paid in full.

4. The L4 filed by the Landlord alleges that the Tenant failed to pay \$200.00 towards the arrears on or before October 25, 2025.
5. At the hearing the Tenant testified that on October 24, 2025, she contacted the Landlord and informed them that she had the payment in cash and requested they come to the unit to collect it. The Landlord refused and insisted that the Tenant e-transfer the payment or take it to the offices of the Landlord's representative.
6. The Tenant testified that she could not E-transfer the money as she had done for prior payments, as it was in cash and not in her account and could not be redeposited, and she had lost the ability to send E-transfers. The Tenant also testified that she was never presented with the option to pay at the representative's office prior to October 24, 2025, and it would have taken her 2.5 hours to get there.
7. The Tenant testified that the Landlord also informed her that she could give the payment to another Tenant living in the complex who would pass the funds along to the Landlord. The Tenant testified that while she had done this in the past, she did not wish to do so again. She testified that when she made a payment in September 2025 this way, she had to write her own receipt and have the other Tenant sign it.
8. The Tenant testified that she still has the missed payment and is prepared to provide it to the Landlord.
9. I am satisfied that these circumstances constitute a breach, while I accept that it was the Tenant's to pay the arrears on October 25, 2025, and she had the funds available, ultimately she did not do so.
10. I note that the Tenant had made previous payments via E-Transfer and while I can accept that she lost this ability in October 2025 I am not satisfied that this justifies non-payment. The Tenant was provided with three payment options by the Landlord, all of which she declined. Why I can understand that the Tenant may be reticent to provide the payment to another Tenant in the complex, who is not an employee of the Landlord, I note that the Tenant has previously made a payment in this fashion which was accepted, and not disputed by the Landlord.
11. I am not satisfied that it is reasonable for the Tenant to decline all the proffered payments options, and insist that payment is collected by the Landlord, especially when two of those payment options have been successfully utilized by the Tenant in the past.
12. While the Landlord may have been able to attend the rental unit to collect the payment, I am not satisfied that they are obligated to do so, when the Tenant has refused to use previously agreed upon and accepted payment methods.
13. Therefore, I am satisfied that there was a breach of the order.

The surrounding circumstances

14. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-090279-25.

15. The Tenant testified that she recently obtained custody of her daughter in February 2025 and needs to be able to remain in the rental unit to retain this custody.
16. The Tenant receives approximately \$1200.00 per month from Ontario Works and her rent is paid directly to the Landlord.
17. I am satisfied that the tenancy appears to be viable and am cognisant that there is a child in the rental unit, I also accept that the Tenant is a person with a disability, and did genuinely intend to make the payment on October 25, 2025. While I am satisfied that a breach occurred, I also accept the breach can largely be attributed to the Tenant's personal circumstances, and not as a result of any wrongdoing on her part.
18. In consideration of this fact, and that the Tenant will struggle to find suitable alternate housing for herself and her child I am satisfied that it would not be unfair to set aside the order and allow the Tenant the opportunity to preserve the tenancy. As the tenancy appears to be viable, with the rent paid directly, I am satisfied there is minimal prejudice to the Landlord in setting the order aside, while the Tenant would be heavily prejudiced if evicted. Therefore, the order shall be set aside.

It is ordered that:

1. The motion to set aside Order LTB-L-090279-25, issued on November 3, 2025, is granted.
2. Order LTB-L-090279-25, issued on November 3, 2025, is set aside and cannot be enforced.
3. The previous order issued on July 21, 2025, with respect to LTB-L-033952-25 is amended as follows:
 - If the Tenant has not already done so she shall pay to the Landlord \$600.00 on or, before January 25, 2026.
 - For clarity this payment represents the arrears payments for October 25, 2025, November 25, 2025, and December 25, 2025, ordered under LTB-L-090279-25.
 - If the Tenant fails to make this payment the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after December 31, 2025.
4. The order LTB-L-033952-25 is otherwise unchanged.

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.