



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

**Citation:** Chatham-Kent Housing Services v Rossit, 2026 ONLTB 4640

**Date:** 2026-01-12

**File Number:** LTB-L-085721-25-SA

**In the matter of:** 209, 287 Talbot St W  
Blenheim ON N0P1A0

**Between:** Chatham-Kent Housing Services

Landlord

**And**

Jessica Rossit

Tenant

Chatham-Kent Housing Services (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Rossit (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 issued by the LTB on August 27, 2025 with respect to application LTB-L-045826-25.

The Landlord's application was resolved by order LTB-L-085721-25, issued on October 21, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-085721-25.

This motion was heard by videoconference on January 5, 2026.

The Landlord's agents, Geoff Beckett and Sherri Gray, and the Tenant attended the hearing.

### **Determinations:**

#### Tenant's adjournment requests and accommodation request.

1. The Tenant's motion was initially scheduled to be heard on November 25, 2025.
2. The Tenant requested an adjournment. The request was granted.
3. The adjournment sheet indicates that the request was based on the Tenant's claim that she was unable to fully participate due to her disability. The sheet states: "There were issues raised with respect to the status of the Tenant's RGI rent, the status of any disability accommodation offered by the Landlord and communication inadequacies between the parties."

4. The Adjournment sheet further notes: "The parties were directed to collaborate in the interim to explore the disability accommodations and an accommodation plan to meet the Tenant's disability needs, if this is required. The parties will attempt to resolve the Tenant's RGI status prior to the next hearing."
5. On December 23, 2025, the Tenant requested that the Board cancels the hearing scheduled on January 5, 2026 and reschedules it to an unspecified date due to her disability and due to her experiencing an active bipolar episode.
6. The request to reschedule was denied by a member direction signed on December 24, 2025.
7. The Tenant also submitted an accommodation request asking that the hearing process accommodates her in the following manner:
  1. Phone or video attendance
  2. Camera-off option
  3. Support person present
  4. Representative permitted to speak for me
  5. Extra time to respond
  6. Slower pacing
  7. Breaks as needed
  8. No rapid-fire questioning
  9. Plain-language communication
  10. Permission to repeat information
  11. Written responses when needed
  12. Early, simplified disclosure
  13. Time to read documents
  14. Trauma-informed communication
  15. Adjournment if symptoms worsen
  16. Hearing scheduled at stable time of day
  17. Ability to split hearing into short sessions
8. The Board's direction of December 24, 2025, addressed the accommodation request deferring most of these issues to the hearing. The endorsement reads inter alia:
  1. The Tenant's request for longer and more frequent breaks and for more time to present evidence and make submissions are deferred to the hearing where these may be brought to the attention of the presiding adjudicator at the start of the hearing and when they arise during the hearing.
  2. The Tenant's request to reschedule the hearing is denied.
  3. If the Tenant requires additional accommodation to participate in the hearing, they are directed to contact the LTB as soon as possible.
9. The Tenant did not write to the Board requesting further accommodation.
10. The Tenant did not specifically raise any of these requests at the hearing on January 5, 2026, but she requested multiple breaks, all of which were granted.

11. After the conclusion of the Landlord's evidence and part-way through her testimony, the Tenant requested an adjournment. She said that her bipolar was making it difficult for her. She said that her support worker and her lawyer are both on vacation and she needs them in order to participate. She said that she recently raised the dosage of her medication and that she is more likely to be ready to proceed next time.
12. The Landlord opposed the request. Various employees of the Landlord have reached out to offer support to the Tenant who has not accepted any offers for help. They were only recently put on notice that the Tenant may be struggling with mental health issues. They asked for additional information, but the Tenant never provided it. The Landlord is a social housing provider and has processes in place to offer help but can't assist if the Tenant does not reply. It would be prejudicial to the Landlord to have this matter adjourned again after the Tenant consented to a payment plan and after the matter was already adjourned once.
13. I considered the Tenant's request based on the factors the LTB usually considers, and in light of the LTB's duty to accommodate, and denied the request.
14. The factors the LTB usually considers are:
  1. the reason for the adjournment and position of the parties;
  2. the issues in the application;
  3. any prejudice that may result from granting or denying the request;
  4. the history of the proceeding including other adjournments or rescheduling;
  5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
15. The issues in the application are straightforward. Most of the evidence had already been presented by the time the Tenant made her request. The matter was already adjourned once in order to allow the Tenant to request accommodation, and no progress was made. The Board has no record of the Tenant being represented. It is unusual that a legal representative would not request an adjournment where their client is scheduled to attend a hearing. If the Tenant has a legal representative, it is unclear whether she would be represented on any future date, and whether the representative may be on vacation or otherwise unavailable once again. The Tenant's primary defense pertained to RGI calculations in August 2025 and more generally. The Board is expressly prohibited from making determinations about eligibility for rent-gear-to-income assistance under s. 203(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The quantum of lawful monthly rent in August 2025 was already addressed in a final manner in the mediated settlement LTB-L-045826-25. The Tenant never requested a review of that order.
16. I granted all of the Tenant's requests for accommodation during the hearing and was mindful of her other requests as outlined in paragraph 6 above even if they were not specifically raised during the hearing.

There was a breach of the previous mediated settlement

17. I find that it is more likely than not that the Tenant failed to meet a condition specified in the mediated settlement issued by the LTB on August 27, 2025 with respect to application LTB-L-045826-25 by failing to pay the Landlord \$200 plus the lawful monthly rent in full on or before October 1, 2025.
18. The Landlord's evidence was that amount owing to the Landlord was now \$2,049 including the filing fee of \$186. Most of the arrears happened because the Tenant lost her eligibility for rent-geared-to-income discount because she did not provide her annual review.
19. The Tenant consented to the previous order. She then made the required payments in September 2025 indicating that she understood the order and knew what was required of her. She also sent the Landlord an email on September 25<sup>th</sup> asking for a copy of the consent order so she could share it with her worker in order to ensure that ODSP can pay the amount due. The Landlord replied the same day clarifying the amount due on October 1, and reminding the Tenant that the tenancy may be terminated if a payment is not made.
20. The Landlord's testimony was supported by documentary evidence including a ledger, and a copy of emails exchanged by the parties (documents 7047877, 7047881, 7047888, and 7055663 in the Tribunals Ontario Portal)
21. The Tenant did not cross-examine the Landlord's agent.
22. The Tenant testified that she didn't pay rent herself – it was being paid by ODSP. She believes that ODSP paid the Landlord the correct amount on October 1, 2025.
23. The Tenant also argued that her rent should be reduced as she should be eligible for a rent-geared-to-income reduction. The LTB has no jurisdiction to consider this argument under s. 203(a) of the Act.
24. Based on the totality of the evidence, I find that the Landlord established their allegation that the Tenant breached the mediated settlement on a balance of probabilities. Their evidence about payment history was persuasive and supported by documentary evidence. The Tenant's claim that ODSP paid the full amount on October 1 was not supported by documentary evidence. I also note that it is somewhat inconsistent with the Tenant's motion to void, which makes no mention of her position that she didn't breach the mediated settlement on October 1.

The surrounding circumstances

25. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-085721-25.
26. The Landlord did not provide any evidence about their circumstances other than about their attempts to work with the Tenant, which were unsuccessful. The Landlord was open to lifting of the stay being delayed until February 28, 2026 to allow the Tenant additional time to find a new place to live.
27. The Tenant testified that she fell behind due to a bipolar episode she had in April 2025. She noticed a problem with her rent but was unable to concentrate or pay rent on time.

28. The Tenant has a 12-year-old son and fears that she will be homeless if she is unable to remain in the rental unit.
29. She argued that there was an issue with the Landlord's calculations as rent was increased based on the allegation that she had additional people living with her, which she denies. She also received an email that rent wouldn't increase to \$806 until September 1 (document 7055668 in the Tribunals Ontario Portal) but the Landlord charged her \$806 in August.
30. The Tenant requested a new payment plan. She would pay the lawful monthly rent and an additional sum of \$100 a month until the arrears of rent are paid off. This plan would only leave her with \$276 a month and she is therefore unable to pay a higher amount to the Landlord.
31. After a break, the Tenant revised her proposed payment plan. She spoke to a friend who agreed to contribute \$100 a month to help her, and she is therefore able to pay \$200 a month towards her arrears of rent.
32. The Landlord did not cross-examine the Tenant.
33. After considering all of the circumstances, I find that it would not be unfair to grant the Tenant's revised request. The prejudice to the Landlord is relatively small. If the Tenant complies, the Landlord will be paid in full within less than a year. If the Tenant does not, she can be evicted. The Tenant is a vulnerable individual relying on government support and has a minor child living with her. It would not be unfair to give her a second chance to preserve this tenancy. The Tenant would be wise to assume that a further opportunity would be very unlikely. Both parties would be wise to keep good records of any requests for accommodation and any offers to accommodate in the event that the Tenant does not comply with the order below.

**It is ordered that:**

1. The motion to set aside Order LTB-L-085721-25, issued on October 21, 2025, is granted.
2. Order LTB-L-085721-25, issued on October 21, 2025, is set aside and cannot be enforced.
3. The previous order issued on August 27, 2025 with respect to LTB-L-045826-25 is amended as follows:
4. The Tenant shall pay to the Landlord \$2,049.00 for arrears of rent up to January 31, 2026 and costs.
5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
  1. \$200.00 a month on or before the 1<sup>st</sup> of every month for 10 months starting February 1, 2026 and ending on November 1, 2026, and
  2. \$49.00 on or before December 1, 2026.

6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period between February 2026 and December 2026, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and 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 January 31, 2026.

**January 12, 2026**  
**Date Issued**

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Vladimir Nikitin  
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.