



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

File Number: LTB-L-101443-25-SA

In the matter of: A, 210 WENDE AVE
TIMMINS ON P4N3E7

Between: Zenith Properties Group Ltd. Landlord

And

Rose Dionne Tenants
Jeffrey Dionne

Zenith Properties Group Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Rose Dionne and Jeffrey Dionne (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 18, 2025 with respect to application LTB-L-075904-25.

The Landlord's application was resolved by order LTB-L-101443-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-101443-25.

This motion was heard by videoconference on January 12, 2026.

The Landlord's Legal Representative, Amanda Migneault, and one of the Tenants, Jeffrey Dionne (JD), attended the hearing.

Determinations:

1. There was no dispute that the Tenants failed to meet a condition specified in the order issued by the LTB on November 18, 2025 with respect to application LTB-L-075904-25.
2. The Tenants failed to pay the lawful rent for December 2025 plus \$50.00 towards the rent arrears owing on or before December 1, 2025.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-101443-25 and provide the Tenant an opportunity to pay the rent arrears in full and void the eviction.

4. JD stated the his payment for December 2025 was late because his cheque was late and he only received \$1,100.00 which was not enough to cover the rent. He stated that his ODSP amount was reduced after his wife and he separated in August 2025. He also stated that his ODSP amount will be increased soon as his girlfriend will be included. He further stated that he has spoken with his ODSP worker to access some funding to clear the rent arrears to continue the tenancy which has been approved but they need to be sure that he will not be evicted if it is paid.
5. The Landlord's Legal Representative submitted that the prior agreed upon amount of rent arrears owing was a reduced amount, and now the rent arrears owing have increased to \$3,755.00 for the period ending January 31, 2026, not including the filing fee. She also submitted that the Tenants failed to pay the rent for January 2026 or any moneys towards the rent arrears owing. She further confirmed that the last payment received from ODSP, therefore the Tenants must have stopped direct payment to the Landlord, and the Tenants remain in breach of their fundamental obligation under the tenancy agreement to pay rent. The Landlord's Legal Representative requested that the motion be denied.
6. JD has resided in the rental unit for approximately two years, he is on a fixed income from ODSP which was adjusted after his wife moved out last August. He asserted that he has access to funding from ODSP to save his tenancy. In these circumstances, I find that it would not be unfair to grant the motion and order the Tenants to remedy the breach by paying the full amount of rent arrears owing by January 31, 2026 to void the eviction before any new rent accrues.

It is ordered that:

1. The motion to set aside Order LTB-L-101443-25, issued on December 8, 2025, is granted.
2. Order LTB-L-101443-25, issued on December 8, 2025, is set aside and cannot be enforced.
3. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
4. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,941.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
6. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2026.**

7. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,258.34. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
8. The Tenants shall also pay the Landlord compensation of \$37.07 per day for the use of the unit starting January 13, 2026 until the date the Tenants move out of the unit.
9. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
10. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2026.

January 14, 2026
Date Issued

Lisa Del Vecchio
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$6,737.50
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,982.50
Total the Tenants must pay to continue the tenancy	\$3,941.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,054.84
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,982.50
Total amount owing to the Landlord	\$3,258.34
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$37.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

