



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

Citation: Voisin v Landon, 2026 ONLTB 5348

Date: 2026-01-16

File Number: LTB-L-092150-25-SA

In the matter of: 307 Cayley St.
Walkerton ON N0G2V0

Between: Tyson Voisin Landlord

And

Brittney Landon Tenant

Tyson Voisin (the 'Landlord') applied for an order to terminate the tenancy and evict Brittney Landon (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 10, 2025 with respect to application LTB-L-034257-25.

The Landlord's application was resolved by order LTB-L-092150-25, 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-092150-25.

This motion was heard by videoconference on January 12, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. The prior order issued on July 10, 2025, was a consent repayment plan for arrears of rent. The arrears owing as per the prior order were \$2,986.00. The prior order requires the Tenant to pay to the Landlord the lawful rent in full and on time for the period of August 2025 to March 2026 and to pay \$175.00 towards the arrears from August 1, 2025 to November 1, 2025 and \$700.00 on the first of the month commencing December 1, 2025 until the arrears are paid in full.
2. The ex-parte order issued on November 10, 2025 terminates the tenancy because the Tenant failed to pay the lawful rent for November 2025 in full and on time and because the Tenant failed to make the required arrears payment on or before November 1, 2025.
3. The Tenant did not dispute breaching the prior order.

4. Since the initial breach alleged in the ex-parte order, the Tenant has also breached the prior repayment plan order by failing to pay the lawful rent and arrears payments for the months of December 2025 and January 2026. The arrears owing as of the date of this hearing were \$8,061.00.
5. The Tenant stated that at the time she consented to the prior repayment plan, she was anticipating being called back to her employment and that the breaches were due to her not returning to work as anticipated.
6. The Tenant stated that she has currently obtained a new roommate that would assist with paying the rent and that she is in the process of applying to rent relief programs.
7. The Tenant proposed a new repayment plan in which she would pay the rent on time, plus an additional \$300.00 per month. The Landlord opposed this request.
8. Based on the evidence and submissions before the Board, I find that it would be unfair to grant the Tenant's motion. As such, the motion to set aside order LTB-L-092150-25, issued on November 10, 2025 is denied.
9. Under the Act, the general intention is that the Board has an obligation to uphold and enforce the agreements into which landlords and tenants enter into. If it does not do so, then there is little incentive for parties to attempt negotiation. Board orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the Board does not uphold and enforce its own orders, disrespect for the Board's processes will inevitably ensue.
10. The evidence before the Board is clear that the Tenant has breached multiple terms of the prior repayment plan order and that the arrears of rent have only increased since the parties entered into this prior agreement. I further find that the Tenant's newly proposed payment plan is unlikely to succeed based on her payment history and a lack of supporting evidence. The Tenant's new roommate was not present at the hearing to give evidence on his monthly contributions and the Tenant provided no documentary evidence to suggest that she would be receiving payments from rent relief programs to assist with paying the arrears.
11. As such, the Tenant's motion is denied and the only issue for the Board to determine is whether or not it would be unfair to delay lifting the stay of the November 10, 2025 ex-parte order.
12. Based on the evidence and submissions at the hearing, I find that it would not be unfair to delay the lifting of the stay to January 31, 2026 to allow the Tenant with some additional time to secure alternate housing. At the hearing, the Tenant testified that she resides in the rental unit with two young children and that she does not have family or friends in the neighbourhood to assist with alternate housing. I find that delaying further would be unfair to the Landlord as it would likely result in additional arrears owing.
13. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The motion to set aside Order LTB-L-092150-25, issued on November 10, 2025, is denied.
2. The stay of order LTB-L-092150-25 is lifted January 31, 2026.

January 16, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.