



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

Citation: Taluja v DUCEDRE, 2026 ONLTB 6059

Date: 2026-01-21

File Number: LTB-L-098415-25-SA

In the matter of: 326 ELM AVE
Windsor ON N9A5H1

Between: Gaurav Taluja Landlord
Bhawna Chawla

And

Jayme Ducedre Tenant
James Ducedre

Gaurav Taluja and Bhawna Chawla (the 'Landlord') applied for an order to terminate the tenancy and evict Jayme Ducedre and James Ducedre (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-073594-25.

The Landlord's application was resolved by order LTB-L-098415-25, issued on December 1, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-098415-25.

This motion was heard by videoconference on January 14, 2026.

The Landlords and the Tenants attended the hearing.

Determinations:

1. This motion is before the Board because the Landlords obtained the eviction order without notice to the Tenants under s.78 of the *Residential Tenancies Act, 2006* ("the Act") based upon an allegation that the Tenants breached the original order. The Tenants do not want to be evicted and asks that the eviction order be set aside.
2. Despite the Tenants' motion acknowledging they breached order LTB-L-073594-25 by failing to pay the Landlord \$1,00.00 towards the rent arrears on or before November 21, 2025, at the hearing they stated they were not sure if they had breached the order and that they did not have their payment dates available.

3. The Landlord confirmed the findings in the December 1, 2025 eviction order that the Tenants did not pay \$100.00 towards the rent arrears on November 21, 2025. The original order does required the Tenants to make this payment.
4. Based on the evidence, I was satisfied the Tenants did breach order LTB-L-073594-25 by failing to make the payment required on November 21, 2025.
5. As such, the only issues before me are:
 - a) whether or not, pursuant to s.78(11)(b) of the *Residential Tenancies Act, 2006* ("the Act") having regard to all of the circumstances, it would not be unfair to set aside order LTB-L-098415-25, issued on December 1, 2025.
 - b) if the answer to a) is no; when the stay imposed on the Order LTB-L-098415-25 should be lifted - immediately or on a future date.
6. Pursuant to subsection 78(11)(b) of the Act, the Board may make an order setting aside the eviction order if the Board is satisfied that having regard to all of the circumstances, that it would not be unfair to set aside the order. I have this discretion to grant relief to the Tenants notwithstanding that the Tenants have breached conditions in the original order.

The surrounding circumstances

7. After entering into the consent agreement the original order is based upon, the Tenants discovered paperwork submitted to CPP had not been received. The Tenants receipt of this money on a monthly basis was part of the income they relied upon when entering into the agreement initially.
8. The Tenants stated they have resubmitted their paperwork to CPP and are awaiting a response but expect it by the end of January 31, 2026.
9. The Tenants current household income is just more than half the monthly rent. They expect this amount to increase in February 2026 when additional benefits are approved and start being paid. The expected household income in February 2026 is just more than the current monthly rent.
10. The Landlord's position was they now live under financial stress and live paycheck to paycheck as a result of the rental income they are not getting. They have not received any money from the Tenants since December 2026. The rent arrears on the original hearing date were \$5,300.00 and have now grown to \$8,700.00. The Tenants have only lived in the unit for nine months.

Discretionary Relief Under s.78(11)(b)

11. Having regard to all the circumstances, I find it would be unfair to the Landlord to set aside the December 1, 2025 eviction order. In my view, this tenancy is not sustainable. The Tenants do not have an income that can support the monthly rent and a meaningful payment towards the rent arrears nor did their testimony show they are likely to have such an income in the near future. I do not find it would be fair to keep the Landlords in a nine

month old tenancy the Tenants cannot afford. For these reasons, the Tenants motion to set aside order LTB-L-098415-25 is denied.

Discretionary Relief under s. 78(11)(c)

12. The Tenants requested two to three months to find elsewhere to live. One Tenant suffers from heart problems and is waiting to have surgery scheduled for a hernia and gall bladder. The other Tenant is having hand surgery at the end of January 31, 2026. The Tenants live with their two adult children, both in their 30s.
13. The Landlords asked that the stay of order LTB-L-098415-25 be lifted immediately citing the lack of any payments from the Tenants since December 2025 and the growing arrears. The Landlords confirmed they are holding a rent deposit.
14. Based on the circumstances, I find there is a sufficient basis to delay lifting the stay until February 15, 2026. This recognizes the Tenants will need some time to find a new place to live that is suitable for four adult people. It also recognizes the Tenants will need some additional time to make arrangements to move while dealing with their health circumstances.

It is ordered that:

1. The motion to set aside order LTB-L-098415-25, issued on December 1, 2025, is denied.
2. The stay of order LTB-L-098415-25 is lifted on February 15, 2026.
3. Order LTB-L-098415-25 is unchanged.

January 21, 2026
Date Issued

John Cashmore
Member, Landlord and Tenant Board

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

