



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

Citation: Markham Corners Residential Inc. v Del Rio, 2026 ONLTB 6449

Date: 2026-01-20

File Number: LTB-L-074343-25-SA

In the matter of: B01, 300 INVERGORDON AVE
SCARBOROUGH ON M1S4K7

Between: Markham Corners Residential Inc.

Landlord

And

Mariam Daniela Angeles Del Rio

Tenant

Markham Corners Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mariam Daniela Angeles Del Rio (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 2, 2025 with respect to application LTB-L-024473-25.

The Landlord's application was resolved by order LTB-L-074343-25, issued on September 12, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-074343-25.

This motion was heard by videoconference on October 22, 2025.

Only the Tenant attended the hearing.

As of 9:40 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The Tenant admits that she failed to meet a condition specified in the order issued by the LTB on July 2, 2025 with respect to application LTB-L-024473-25 by not paying the September 2025 rent by the first of that month.
2. The Tenant said that she was going to give the Landlord a cheque for all the rent owed for September and October 2025 immediately following the hearing.

3. The Tenant said that she has lived in the rental unit for 8 years with her partner and four young children. She said that her partner works for an income of about \$4,000.00 per month. She is on maternity leave, receiving EI of \$516.00 biweekly. The Tenant said that she got behind in September because her cousin died, and she had to send money to a private hospital in Mexico.
4. The Tenant said that she now has the funds to make up the rent for September and October 2025 because she has been saving, and her partner took on extra shifts at work.
5. The Tenant said that she is returning to work in November 2025, and she works as an esthetician, earning about \$1,400.00 bi weekly.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-074343-25 issued on September 12, 2025, for the following reasons.
7. It is the uncontested evidence of the Tenant that the breach was a one-time occurrence because of some serious financial circumstances that arose in September 2025. She said that she is returning to work, and she and her partner have taken on extra shifts to pay the missed rent. The Tenant has lived in the rental unit for a long time with four dependents, and I find that it is not unfair to provide her another chance to maintain her tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-074343-25, issued on September 12, 2025, is granted.
2. Order LTB-L-074343-25, issued on September 12, 2025, is set aside and cannot be enforced.
3. Order LTB-L-024473-25 issued on July 2, 2025, remains in force.

January 20, 2026
Date Issued

Nancy Morris
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.