



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

Citation: Investissements Malaj Inc. v Hronek, 2026 ONLTB 5660

Date: 2026-01-19

File Number: LTB-L-101274-25-SA

In the matter of: 1, 524 PALMERSTON BLVD
TORONTO ON M6G2P5

Between: Investissements Malaj Inc. Landlord

And

Evelyn Hronek Tenant

Investissements Malaj Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Evelyn Hronek (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 June 20, 2025 with respect to application LTB-L-037019-25.

The Landlord's application was resolved by order LTB-L-060464-25, issued on July 30, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-060464-25 ('**Set Aside Motion #1**').

The Tenant's motion was resolved by order LTB-L-060464-25-SA issued on October 2, 2025.

The Landlord applied for an order to terminate the tenancy and evict 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 October 2, 2025 with respect to application LTB-L-060464-25-SA.

The Landlord's application was resolved by order LTB-L-101274-25, issued on December 8, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-101274-25 ('**Set Aside Motion #2**').

This motion was heard by videoconference on January 8, 2026.

The Landlord's EP, Susy Godinho, and the Tenant attended the hearing.

Determinations:

The Breach

1. There is no dispute that the Tenant failed to meet a condition specified in the order issued by the LTB on October 2, 2025, with respect to application LTB-L-060464-25-SA. The Tenant failed to pay \$321.00 towards the outstanding arrears by November 1, 2025, and failed to pay November's rent by November 1, 2025.

The surrounding circumstances

2. As I am satisfied that the Tenant breached the order issued on October 2, 2025, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order issued on December 8, 2025. For the following reasons, I find that it would not be unfair to grant the Tenant's motion.
3. I say this because this is a very long-term tenancy as the Tenant has lived in the rental unit for over 30 years. For this reason, terminating this tenancy must be considered a remedy of last resort.
4. Also, based on the Tenant's testimony, I am satisfied that she is willing and able to pay her monthly rent in full and on time. I say this because, at the hearing, I conducted a detailed analysis of the Tenant's monthly income and expenses. Based on the amounts the Tenant provided to me, I am satisfied that she has a monthly excess of approximately \$456.00. This supports my finding that the Tenant is able to pay her monthly rent in full each month. In addition, the Tenant says that she fully intends to have her CPP pension money diverted directly to the Landlord each month. As it appears that the Tenant's ODSP payment of \$736.00 is already paid directly to the Landlord, this additional money from CPP should make up the balance of the rent. This supports my finding that the Tenant is able to pay her monthly rent on time.
5. I have also considered that the Tenant appeared at the hearing with a support person from Eviction Prevention in the Community ('EPIC') who is working with the Tenant to ensure that she is able to pay her monthly rent in full and on time going forward. While I recognize the Landlord's concerns that the Tenant's rental payments have been sporadic in the past, I am satisfied that the Tenant's plan to divert her CPP payments directly to the Landlord and EPIC's involvement in this matter will ensure that the Tenant pays her rent in full and on time going forward.
6. I have also considered that the Tenant is a senior citizen who experiences various disabilities which would negatively impact her ability to find another place to live. I have also considered that the Tenant actively supplements her monthly income with numerous small, seasonal and part-time jobs which she works at diligently. The Tenant's diligence in supplementing her income suggests to me that she is highly motivated to preserve this tenancy and she is both willing and able to pay her monthly rent in full and on time.
7. Finally, I have considered that the Tenant's account is currently at a zero balance which means she has no outstanding rent arrears owing to the Landlord. This fact suggests to

me that the Tenant's financial situation is reasonably healthy and this supports my finding that she is able to pay her monthly rent in full and on time.

8. For all of these reasons, and after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-101274-25. This means the Tenant's motion will be granted.

It is ordered that:

1. The motion to set aside Order LTB-L-101274-25, issued on December 8, 2025, is granted.
2. Order LTB-L-101274-25, issued on December 8, 2025, is set aside and cannot be enforced.

January 22, 2026
Date Issued

Laura Hartsliel
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.