



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

Citation: Ashley Manor Housing Corporation v Spence, 2026 ONLTB 7144

Date: 2026-01-22

File Number: LTB-L-075510-25-SA

In the matter of: 26 ABBS CRT
AJAX ON L1T3M4

Between: Ashley Manor Housing Corporation Landlord

And

Semone Spence Tenant

Ashley Manor Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Semone Spence (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 mediated settlement signed by the parties on June 5, 2025 with respect to application LTB-L-014868-25.

The Landlord's application was resolved by order LTB-L-075510-25, issued on September 17, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-075510-25.

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

The Landlord's legal representative, Gail Collymore, 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 mediated settlement signed by the parties on June 5, 2025, with respect to application LTB-L-014868-25. The Tenant failed to pay \$500.00 towards the arrears by August 15, 2025, and failed to pay September's rent by September 1, 2025

The Surrounding Circumstances

2. As I am satisfied that the Tenant breached the order issued on June 5, 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 September 17, 2025. For the following reasons, I find that it would be unfair to grant the Tenant's motion.

3. I say this because I am satisfied that this tenancy is no longer financially sustainable. At the hearing, I conducted a detailed analysis of the Tenant's monthly income and expenses. Based on the figures the Tenant provided to me, I find that she runs a monthly deficit of approximately \$578.00 each month. The outstanding arrears are currently \$4,867.00 and the Tenant is currently in arrears regarding her rental of the water heater. All of these facts support my finding that this tenancy is no longer financially sustainable and must therefore be terminated.
4. In making this finding, I have also considered that this is a long-term tenancy as the Tenant has lived in the rental unit for approximately 13 years. The Tenant lives in the rental unit with her adult son, aged 23, and a roommate who periodically helps with the monthly rent. I have also considered that the Tenant is on a very limited fixed income and this is very unlikely to change in the near future. All of these factors suggest to me that, even though this is a long-term tenancy, the Tenant's financial situation is not likely to improve and this means the tenancy must be terminated.
5. For all of these reasons, and after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-075510-25. This means the Tenant's motion must be denied.

Lifting the Stay

6. As I am denying the Tenant's motion, the next issue before me is when to lift the stay of the eviction order. The Landlord is seeking an immediately lifting of the stay, but they are agreeable to delaying lifting the stay for 6 months, provided that the Tenant pay her monthly rent in full and on time in the interim. The Tenant is seeking a delay of 6 months to allow her to complete her education program. For the following reasons, I find that the stay should be lifted immediately.
7. I say this because, on this kind of motion, there is no legal mechanism to make a delay of lifting the stay conditional on the Tenant paying their rent in full and on time. As the original application here is an L1 application for non-payment of rent, in order to instruct the Tenant to pay their rent on time for the next 6 months, I would have to grant the Tenant's motion and implement a payment plan to pay the outstanding arrears while also ordering the Tenant to pay their rent on time for the duration of the payment plan. For the reasons already stated, this is simply not a feasible solution and would be unfair in all the circumstances.
8. I also note that the eviction order is dated September 17, 2025, and the Board's hearing process was already cancelled once. This means that the Tenant has already had a delay of almost 4 months to the date of this order. As the Tenant has already experienced a significant delay, I find that the stay must be lifted immediately. An order will issue accordingly.

It is ordered that:

1. The motion to set aside Order LTB-L-075510-25, issued on September 17, 2025, is denied.
2. The stay of order LTB-L-075510-25 is lifted immediately.
3. Order LTB-L-075510-25 is unchanged.

January 22, 2026
Date Issued

Laura Hartslief
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.