



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

File Number: LTB-L-099285-25-SA

In the matter of: 716, 133 BRONTE RD
OAKVILLE ON L6L0H1

Between: Bronte Village Limited Partnership Landlord

And

Lisa Haynes-John Tenant

Bronte Village Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Haynes-John (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 October 10, 2025 with respect to application LTB-L-058899-25.

The Landlord's application was resolved by order LTB-L-099285-25, issued on December 1, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-099285-25.

This motion was heard by videoconference on January 21, 2026.

The Landlord's agent Lorelei Perez, the Landlord's Legal Representative Ana Harbuz and the Tenant attended the hearing.

Determinations:

There was a breach of the previous mediated agreement

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on October 10, 2025 with respect to application LTB-L-058899-25.
2. The Tenant does not dispute that she failed to pay the full \$5,000.00 to the Landlord on or before November 14, 2025 as agreed.

The surrounding circumstances

3. The Tenant submits that the ledger the Landlord gave her shortly after the hearing held on October 6, 2025 was incorrect. She believes the Landlord has overcharged her rent. Since the overpayment was not recorded, this skewed the amount she has paid which would potentially result in a finding that there was no breach of the mediated settlement.

4. The Tenant's position is that she had made two payments to the Landlord which the Landlord had neglected to report on the ledger: (1) \$2,567.34, paid on December 19, 2023, and (2) \$4,307.00, paid on November 5, 2025.
5. The parties spent the better part of the morning privately discussing the alleged discrepancies.
6. At the beginning of the hearing, I reviewed the ledger with the parties. One of the problems with the accounting, the Tenant claims, is that the landlord has changed three times since she moved into the unit.
7. The current Landlord acknowledged that they did not receive a proper rent ledger from the landlord who was managing the rental unit in 2023. The current Landlord's ledger begins on January 1, 2024.
8. The Landlord referred to a screenshot of the most current ledger as filed with the Board, to show that the Tenant's direct debit payment on November 5, 2025 was rejected. On November 6, 2025, the Landlord noted a 'reverse payment' on the ledger, making reference to a transaction record identified as "P-13969".
9. The Tenant produced copies of her bank statements to prove the two unrecorded payments. Her December 2023 statement shows that a payment of \$2,567.34 was made on December 19, 2023 to the landlord at the time. The November 2025 statement shows that \$4,307.00 was paid to this Landlord on November 5, 2025. Each statement lists chronological transactions for those particular months and there is no record of any reversed or NSF transactions in either.
10. The Landlord was unable to produce any documentation to contradict the Tenant's bank records, including by presenting a copy of transaction #P-13969 to support their position.
11. I am satisfied that the Tenant has established that it is more likely than not that the Tenant made those two payments towards rent and arrears. As a result, I determined that it was necessary to revise the amount of arrears by deducting those payments from the arrears owing to date.
12. There is no dispute that the last time the Tenant made full payment towards rent was in November 2025. She paid \$8,614.00 that month, which I understand was to be applied to the November rent and November 14th arrears payment of \$5,000.00. Based on those calculations, the Tenant does not disagree that she would have been short \$443.70 with regards to the arrears payment.
13. The Tenant did not pay the \$500.00 towards the arrears owed on December 20, 2025 or January 20, 2026, the payments of which she thought were paused until the parties sorted out the ledger discrepancies at this hearing.

Amount of arrears to date and the Tenant's circumstances

14. The Tenant does not dispute that, after deducting the amount she paid as determined above, she owes \$11,584.66 in arrears and costs to January 31, 2026.
15. She explained that she recently acquired her realtor license and is hoping to gain sales income in the near future. She is a single parent of a 10 yr. old. child.

16. The child's father has just begun paying monthly child support of \$4,200.00. The Tenant states that he also owes about \$10,000.00 in child support arrears to the Family Responsibility Office and that the matter is currently before the family court. She also receives \$400.00 CTB monthly for her 10 yr. old child.
17. The Tenant was unaware of the existence of rent arrears assistance programs offered in the community, such as the Rent Bank, and she intends to inquire about eligibility.
18. The Landlord is reasonably concerned that the Tenant's current income may not be sufficient to sustain the tenancy for long.
19. I have taken into account that the Tenant paid rent to the Landlord every month since April 2025, although almost all of the payments have been late (which might invite service of a notice of termination for persistent late payment in future if a pattern of late payment continues). Eight of the payments have been short of the full amount of rent due. Part of the Tenant's explanation for not paying the full amount is that she thought that the Landlord had unlawfully raised the rent. She did not submit evidence of an illegal rent increase and has not filed her own tenant application to seek a remedy for that claim.
20. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-099285-25.
21. In my view, giving the Tenant one final opportunity to prioritize her payment of rent on time and in full - as she had contracted to do by entering into the tenancy agreement - the tenancy has a chance of survival. To that end, the Tenant shall be required to stringently comply with a revised payment plan as shall be ordered.
22. As a side note, it is to the Tenant's benefit to keep the Landlord informed of circumstances arising outside of her control which will interfere with her ability to comply with this order.
23. Landlords may occasionally permit tenants a delay in making a scheduled payment and to refrain from filing for an eviction as a result of the delayed/short payment. As noted at the hearing, the Landlord seems to be reasonable, having made attempts to work with the Tenant in the past. However, the Tenant must be aware that landlords are not obligated to agree to postpone payments and may require strict adherence to the terms of the order.

Recent rent increase

24. The monthly rent was increased on December 1, 2025 from \$4,177.00 to \$4,428.00.
25. The Tenant questioned whether the rental unit was partially exempt from the rent rules under the *Residential Tenancies Act, 2006* (the 'Act').
26. The Landlord's position is that the unit is partially exempt. However the Landlord agreed to rescind the most recent notice of rent increase so that the monthly rent amount remains \$4,177.00, plus \$130.00 monthly for parking, subject to a newly served N2 notice of rent increase which the Landlord agrees to delay for several months.
27. The Landlord is encouraged to provide documentary proof to the Tenant that the unit is partially exempt under the Act.
28. The Landlord is directed to provide the Tenant, without delay, written confirmation of the total amount of rent charged to the Tenant, including parking, as of February 1, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-099285-25, issued on December 1, 2025, is granted.
2. Order LTB-L-099285-25 is set aside and cannot be enforced.
3. The mediated settlement signed by the parties on October 10, 2025 with respect to LTB-L-058899-25 is amended as follows.
4. The tenancy between the Landlord and the Tenant shall not terminate and shall continue, subject to the conditions as set out in this order.
5. The Tenant shall pay to the Landlord \$11,584.66 which represents the rent arrears owing to January 31, 2026 and costs.
6. The Tenant shall pay the amount of arrears and costs set out in paragraph 5 of this order in accordance with the following schedule:
 - (1) \$500.00 per month **on the 20th day of each month** starting April 20, 2026, and continuing on until March 20, 2027, and
 - (2) a final lump sum payment of \$5,584.66 on or before April 20, 2027.
7. **On or before February 20, 2026**, the Tenant shall pay the full rent for February 2026.
8. **On or before March 20, 2026**, the Tenant shall pay the full rent for March 2026.
9. The Tenant shall also pay to the Landlord lawful rent **on time and in full as it comes due on the first day of the month** and owing for the period **starting April 1, 2026** to April 1, 2027, or until the arrears are paid in full, whichever is earliest.
10. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 5 of this order shall become immediately due and owing.
11. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 28, 2026
Date Issued

Elle Venhola
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.