



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

Citation: Wang v St Denis, 2026 ONLTB 9967

Date: 2026-01-30

File Number: LTB-L-095986-25-SA

In the matter of: Lower, 3435 Glenwood Avenue
Windsor ON N9E2Y4

Between: Wei Wang Landlord

And

Jessica St Denis Tenant

Wei Wang (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica St Denis (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on May 14, 2025, with respect to application LTB-L-093285-24-RV.

The Landlord's application was resolved by order LTB-L-095986-25, issued on December 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-095986-25.

This motion was heard by videoconference on January 7, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on May 14, 2025, with respect to application LTB-L-093285-24-RV. Specifically, the Tenant did not pay the lawful rent due October 1, 202 and did not pay \$1,000.00 toward the arrears by October 13, 2025.
2. This motion is brought pursuant to s.78(11) of the *Residential Tenancies Act, 2006* (the 'Act'). As the Tenant acknowledges breaching the previous order, the only issue before me is whether I am satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.

The Surrounding Circumstances

3. The Divisional Court has repeatedly affirmed that eviction is a remedy of last resort and should only be ordered where it is no longer possible to bring the tenancy back into good standing (see *Britannia Glen Co-operative Homes v. Singh*, and *Langford v. Phipps*).
4. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In a case of persistent late payment, bringing the tenancy back into good standing is a simple matter of the Tenant starting to pay on time. Where that is possible, it should be done rather than terminating the tenancy.
5. In this case, the Tenant testified that the breach arose from a temporary interruption in employment income. The Tenant further testified that this issue has since been resolved and proposed a payment plan that would eliminate the arrears within six months.
6. Based on the evidence of the Tenant's current income and monthly expenses, I find that the proposed payment plan is realistic and would pay down the arrears within a reasonable period of time.
7. After considering all of the circumstances, including the nature of the breach, the Tenant's explanation, and the viability of the proposed payment plan, I find that it would not be unfair to set aside the order and replace it with a conditional order as set out below.

It is ordered that:

1. The motion to set aside Order LTB-L-095986-25, issued on December 3, 2025, is granted.
2. Order LTB-L-095986-25, issued on December 3, 2025, is set aside and cannot be enforced.
3. The Tenant shall pay to the Landlord \$3,354.50, which represents the arrears of rent and costs outstanding for the period ending January 31, 2026.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:

Date Payment Due	Payment Amount
The 16 th day of each month beginning February 16, 2026, and ending June 16, 2026	\$650.00
July 16, 2026	\$137.00

5. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2026 to July 31, 2026, or until the arrears are paid in full, whichever date is earliest.
6. 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 3 of this order shall become immediately due and owing and 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 Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 30, 2026

Date Issued

Bryan Delorenzi

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.