



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

Citation: Chartwell v Leidoux, 2026 ONLTB 9506

Date: February 3, 2026

File Number: LTB-L-097243-25-SA

In the matter of: 306A, 101 Manning Road
Whitby, ON L1N9M2

Between: Chartwell Master Care LP o/a Chartwell Landlord
Colonial Retirement Residence

and

Sari Leidoux Tenant

SET ASIDE MOTION ORDER

Chartwell Master Care LP o/a Chartwell Colonial Retirement Residence (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict Sari Leidoux (the 'Tenant') and for an order to have the Tenant pay the rent she owes, because the Landlord claimed the Tenant did not meet a condition specified in the order issued by the LTB on October 10, 2025 with respect to L1 application LTB-L-058019-25.

The Landlord's L4 application was resolved by order LTB-L-097243-25, issued on November 25, 2025 (the 'L4 Order') which terminated the tenancy effective December 6, 2025. The L4 order was issued without a hearing being held.

On November 27, 2025, the Tenant's son, on behalf of the Tenant, filed a motion to set aside the L4 Order.

The set aside motion was heard by videoconference on December 22, 2025. The Tenant's son Anthony Leidoux attended on the Tenant's behalf. The Landlord's agent Regina Ocampo (interim general manager) attended on behalf of the Landlord with their legal representative Sawyer Peloso (lawyer).

Determinations:

There was a breach of the conditional L1 order

1. The Tenant's son admitted he had breached the L1 payment plan by failing to pay the rent in full for November 1, 2025 and the arrears payment of \$1,000.00 for November 3, 2025.

The surrounding circumstances

2. I am satisfied that the Tenant breached the previous order. The next issue before me is to determine whether it would be unfair in all of the circumstances, to grant the Tenant's motion to set aside the L4 eviction order. For the following reasons, I find that it would be unfair to grant the motion.
3. The total rent arrears and costs ordered in the L1 conditional order LTB-L-058019-25 were \$8,767.15. The payment plan started in November 2025. The Tenant did not pay in full or on time the very first monthly rent due during the repayment plan (November 1), nor the very first arrears payment (November 3).
4. The Tenant's son testified that his elderly mother is the Tenant, and she requires the services of this facility.
5. The Tenant's only income is the fixed amount of pension she receives, which the Tenant's son recalled was about \$1,900.00 per month.
6. The Tenant's son testified that he provides any shortfall between his mother's pension and the monthly charge by the care facility of \$2,900.00 (comprised of \$2,321.89 for rent, plus \$578.11 in care facilities).
7. The Tenant's son testified that in addition to covering his mother's monthly rent shortfall, he was entirely responsible to pay all the arrears in the 9 month payment plan from the conditional L1 order.
8. The Tenant's son provided testimony about his various business ventures (such as employment agencies in Dubai, and a recording studio), which generate approximately \$10,000.00 per month in income. His expenses include utilities and costs of business such as advertising.
9. The Tenant's son advised that sometimes his customers pay late, which causes cash flow problems. He explained the recent repayment breaches arose from having temporary trouble bringing cash to the Landlord on time. He advised the Landlord does not like cash. In future (starting January), he expected he would have his affairs in order to set up either a direct deposit into his mother's account with the required money by the 1st of each month, or to provide certified cheques sent to the Landlord on time.
10. As of the hearing date, the Tenant's son admitted the monthly rent for December had not been paid in full (there was a rent increase so the increased portion is still outstanding), and the December 3 arrears payment was outstanding in full.
11. The Tenant's son advised that he is trying to provide a comfortable life for his mother in her old age, and that cheaper facilities are awful. He is the only child and family the Tenant has, and he is doing the best he can to fulfil the payment obligations.
12. Although this is the first set aside motion brought by the Tenant since the conditional L1 order was issued, I find that in the circumstances, this tenancy is not viable. The Tenant's son's testimony was that the Tenant's income does not cover even the monthly rent.

13. From the standpoint of the Landlord, this situation creates a risk for them because they rely on steady rental income to be able to provide the care facilities and services to their elderly residents. The reliance on a family member (who is not a party to the residential contract) to cover the entirety of the rent shortfall and significant arrears balance, is untenable.
14. Despite his testimony that his business pursuits generated ample income to be able to adhere to a repayment plan, the fact remains that the very first rent payment and arrears payment were missed. The explanation for his brief change in circumstance (cash flow issues from his customers) did not satisfy me that this tenancy is viable. The Tenant could never pay the monthly rent herself given her limited pension income; and the reliance on her son to cover any shortfall and to continue with a repayment plan for arrears is not reasonable or feasible.

The stay is lifted on March 31, 2026

15. The Tenant's son advised that if the motion to set aside is denied, he would require at least 3 to 6 months to be able to move his mother out of this facility.
16. I am mindful that the Tenant is a senior and we are currently in winter. However, the requested time frame is too long and could be prejudicial to the Landlord (especially in light of the fact that as of the hearing date December 22, the December 1 monthly rent was only partially paid, and the arrears payment of \$1,000.00 due December 3 remains entirely outstanding). The Tenant has also been given the time benefit from the hearing date to the issuance of this order.
17. Given all of the circumstances, a delay of approximately 2 months to lift the stay is reasonable, to afford the Tenant and her son some time to find new living arrangements. Therefore, the stay will be lifted on March 31, 2026.

It is ordered that:

18. The motion to set aside the L4 Order LTB-L-097243-25 issued on November 25, 2025, is denied.
19. The stay of the L4 Order LTB-L-097243-25 is lifted March 31, 2026.

February 3, 2026

Date Issued

Michelle Tan

Vice Chair, 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.