



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

Citation: Windsor Essex Community Housing Corporation v Maric, 2026 ONLTB 10114

Date: February 4, 2026

File Number: LTB-L-094276-25-SA

In the matter of: 3482 Woodward Boulevard
Windsor, ON N8W5G3

Between: Windsor Essex Community Housing Corporation Landlord

and

Sanja Maric Tenant

SET ASIDE MOTION ORDER

Windsor Essex Community Housing Corporation (the 'Landlord') applied in a L4 Application seeking an order to terminate the tenancy and evict Sanja Maric (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 previous set aside order issued by the LTB on September 16, 2025 with respect to application LTB-L-058533-25-SA.

The Landlord's L4 application was resolved by order LTB-L-094276-25, issued on November 27, 2025 (the 'L4 Order'), which terminated the tenancy effective November 30, 2025. The L4 Order was issued without a hearing being held.

On November 27, 2025, 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 attended with her daughter Mia Corhasanovic for support. The Tenant spoke to tenant duty counsel before the hearing started. The Landlord's legal representative Brandon Valley (paralegal) attended on behalf of the Landlord.

Determinations:

There was a breach of the previous set aside order

1. The Tenant testified that she did not breach the prior set aside order because her rent is not the amount claimed by the Landlord. The Tenant advised that she has a long history of incorrect rent being charged, which she is currently reviewing regarding the miscalculation of her rent subsidy for prior years starting 2023 onwards.

2. The Tenant testified that she has a letter about her rent-geared-to-income ('RGI') subsidy being recalculated and that the review process is underway. The Tenant had no reasonable explanation for why the letter was not disclosed to the Board or Landlord.
3. The Tenant believed the prior consent orders were incorrect. She had been advised by legal assistance that her rent arrears would be reversed.
4. The Tenant testified that she is on ODSP and receives \$1,238.00 a month. She believes her rent to be \$109 per month which is what has been paying to the Landlord. She has chronic illness, mobility issues, and chronic pain. She is 52 years old and has lived in the rental unit for 15 years. Currently, her daughter, an adult student, lives with her.
5. The Landlord's representative submitted that section 203 of the *Residential Tenancies Act, 2006* (the 'Act') precludes the LTB from making any determinations about RGI eligibility.
6. The Landlord's representative submitted that on April 28, 2025, the Tenant attended with a legal representative, to participate in a L1 hearing. A consent payment plan order LTB-L-005145-25 was issued on May 7, 2025. In that order, the Tenant (with legal representation) consented to make a monthly repayment amount of \$410.00 on the 1st of each month, starting June 1, 2025, for 36 months, and the final payment of \$178.00 in the 37th month. It was also a term of the consent order that the Tenant pay the monthly rent in full and on time from May 1, 2025 to June 1, 2028, or until the arrears are paid in full, whichever date is earliest.
7. The Landlord's legal representative submitted that the Tenant's monthly rent has never been \$109.00 at any time in the tenancy, even before the RGI subsidy was changed (because of factors such as her daughter living with her, working versus being a student, etc.)
8. The rent arrears owing at the time of the L1 order issued May 7, 2025 was \$14,938.00 (an amount the Tenant consented to). Since then, the Landlord's legal representative advised that the Tenant has not made any payments towards those arrears, nor paid the lawful monthly rent.
9. A prior L4 application was filed due to a breach of the L1 consent order, and an exparte eviction order was obtained. The Tenant filed a set aside motion which was heard in September 2025. The Tenant again had a legal representative at that motion. Another repayment plan was made with the Tenant with a section 78 clause, the breaches from which are the subject of this motion.
10. The Landlord's legal representative advised that as of this hearing, the rent arrears have now grown to \$19,591.00 (to December 31, 2025). The Landlord cannot sustain another repayment plan in the face of the Tenant's refusal to pay the lawful monthly rent or arrears that she previously consented to across multiple hearings attended with a legal representative.
11. I have no jurisdiction as per section 203 of the Act, to make determinations concerning the Tenant's eligibility for RGI assistance. The impact of section 203 is that I accept the Landlord's calculation of RGI rent. The Tenant must pursue internal review with the Landlord to challenge RGI decisions (see *Kerridge v. TCHC*, 2015 ONSC 1000).

12. The Tenant provided no evidence to support her claim that the consented amounts as to monthly rent or arrears repayment plans were incorrect.
13. I find that the Tenant did fail to meet the conditions specified in the L4 Order, by failing to pay the lawful monthly rent due on November 1, 2025, and failing to pay \$367.00 towards the arrears on or before November 1, 2025. By the Tenant's own admission, she did not pay those amounts because she believes her RGI is currently being reviewed and reassessed on a retroactive basis, and because the consent order lists rent arrears amounts which are incorrect.

The surrounding circumstances

14. Since I have determined above that there was a breach of the conditional order, I must determine the issue of whether I am satisfied, having regard to all the circumstances, that it would be unfair to set aside the order. For the following reasons, I find that it would be unfair to set aside the order.
15. The Board's expectation is that orders on consent will be complied with. The Tenant had entered a consent with a legal representative at 2 prior hearings this year before the LTB. In each instance, she breached the conditions due to a longstanding belief that she should be entitled to receive a retroactive subsidy. In the meantime, the rent arrears have been growing to an amount that is now nearly \$20,000.00.
16. The Tenant admitted to the breaches. Rather than providing evidence of any change in circumstances to account for the breaches, such as events that occurred which were beyond the Tenant's control or unavoidable, the Tenant's situation remains relatively similar to prior hearings. She continues to receive her ODSP income, which is capable of covering the monthly rent and arrears, even without any review or recalculation of the amount of subsidy.
17. The Tenant advised that in order to save her tenancy, she is willing to pay "whatever the new rent is".
18. Although the financial situation does show an ability to sustain the tenancy based solely on the Tenant's ODSP income, I am not convinced that this tenancy is viable or sustainable given the Tenant's behaviour. The history reveals previous chances to avoid eviction. Long payment plans spanning several years were provided to her.
19. The Tenant has demonstrated a repeating pattern of missed payments. She has made assurances before at previous hearings by entering consent terms that included the "higher amounts"; however, after those hearings she has continued to insist on enforcing the amount she believes her rent should be. The result has been a growing amount of rent arrears and increased financial pressures for the Landlord.
20. For the reasons above, the Tenant's motion to set aside the L4 Order is denied.

The lifting of the stay

21. There are some mitigating factors which supports providing some time before the stay of the L4 Order is lifted. I note the Tenant is not a senior, however she has several medical and health issues. This has been a long tenancy of 15 years.
22. The Tenant requested at least 3 to 4 months delay because it would be very difficult for her to find an affordable unit and to move.
23. The Landlord requested a maximum timeframe of January 31, 2026 to lift the stay, because of the amount of rent arrears, which would likely continue to grow with any delay in enforcing eviction.
24. In light of the above factors, I find it reasonable to allow the Tenant until March 31, 2026 to secure alternate accommodations and make necessary arrangements to vacate the rental unit. Taking into account the time between the set aside motion and the issuance of this order, this timeframe falls within the time requested by the Tenant.

It is ordered that:

25. The Tenant's motion to set aside the L4 Order LTB-L-094276-25, issued on November 27, 2025 is denied.
26. The stay of the L4 Order LTB-L-094276-25 is lifted on March 31, 2026.

February 4, 2026

Date Issued

Michelle Tan

Vice Chair, 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.