



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

File Number: LTB-L-109377-25-SA

In the matter of: 309, 131 NOTCH HILL RD
KINGSTON ON K7M2X4

Between: MetCap Living Management Inc. Landlord

And

Nadine Tuyishimire Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nadine Tuyishimire (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 order issued by the LTB on November 14, 2025 with respect to application LTB-L-069909-25.

The Landlord's application was resolved by order LTB-L-109377-25, issued on January 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-109377-25.

This motion was heard by videoconference on February 2, 2026.

The Landlord's representative Sofia Enriques and the Tenant attended the hearing.

Determinations:

1. The Tenant's motion to set aside the eviction order was brought pursuant to subsection 78(11) of the Residential Tenancies Act, 2006 (the "Act")
2. The Board must first determine whether or not the Tenant breached order LTB-L-069909-25 issued on November 14, 2025 (the "Section 78 Order").
3. The Section 78 Order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant did not meet certain conditions specified in the order. If the Board finds that the Tenant did breach the Section 78 Order, then the Board must decide whether or not "in all the circumstances" it would be "unfair to set aside" the eviction order. If the Board determines that it would not be unfair to set aside the eviction order then the Board is

supposed to grant the motion and set aside the order. If the Board determines that it would be unfair to set aside the eviction order then the motion must be denied.

4. The Tenant admits to breaching the Section 78 Order. In particular, the Tenant admits to not paying the required \$1159.00 arrears payment on or before December 20, 2025.
5. The next issue is whether or not “in all the circumstances” it would be “unfair to set aside” the eviction order.
6. The Tenant explained the breach occurred as a result of the Tenant’s maternity/employment insurance benefits ending prematurely in December 2025. As the Tenant expected her benefits to end later and as the Tenant required additional time to secure daycare for her child so she could return to work, the situation placed her in a financially precarious situation. The Tenant noted she returned to work in mid-January 2026. The Tenant earns \$37/hour for a 38–40-hour week and the Tenant noted that her spouse is engaged in seasonable work and is also in receipt of income. The Tenant seeks a conditional order, noting she also expects to receive a substantial tax refund in the coming months which could be applied towards the arrears.
7. The Landlord’s representative requested that the motion be denied, noting the multiple recent breaches of the Section 78 Order and the Tenant’s admitted lack of any savings as of the date of hearing. The Landlord’s representative also pointed out that no employment or other documentation was produced in support of the Tenant’s purported improved financial situation. The total arrears as of the date of the hearing was \$10,205.40.
8. I am sympathetic to the Landlord’s concerns and am mindful that the arrears are significant and have increased since issuance to the Section 78 Order. Notwithstanding the foregoing, I am satisfied that the recent breaches were impacted by the Tenant’s unanticipated change in financial situation resulting from the cessation of her maternity employment benefits. Moreover, I find the Tenant’s testimony regarding her willingness to pay back the arrears in accordance with a reasonably prompt repayment order and her improved financial outlook, to be believable. In the circumstances, I am satisfied that granting the Tenant’s motion and imposing a conditional order would be fair in the circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-109377-25, issued on January 9, 2026, is granted.
2. Order LTB-L-109377-25, issued on January 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on November 14, 2025 with respect to LTB-L-069909-25 is cancelled and replaced with the following terms:
4. The Tenant shall pay to the Landlord \$10,205.40 for arrears of rent up to February 28, 2026 and costs (this amount does not include the purported \$1050 e-bill payment made by the Tenant on February 1, 2026 which the Landlord had not yet received as of the date of hearing)

5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - (i) The Tenant will make a payment of \$1,050.00 on or before February 20, 2026;
 - (ii) Between March 20, 2026 and September 20, 2026, the Tenant will make payments towards the arrears in the amount of \$1160 each month. These arrears payments will be made on or before the 20th day of each month. This means that the Tenant will make payments of \$600.00 per month for 7 consecutive months, commencing March 20, 2026; and,
 - (iii) The final payment will be in the amount of \$1035.40 and will be paid on or before October 20, 2026.
6. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to October 31, 2026, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any 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 4 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 Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.

February 12, 2026
Date Issued

Peter Nicholson
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.