



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

File Number: LTB-L-104696-25-SA

In the matter of: 30 LISA ST
WASAGA BEACH ON L9Z0K9

Between: Ranjit Singh Rai Landlord

And

Pierre Hache Tenants
Angela Rose Skinner

Ranjit Singh Rai (the 'Landlord') applied for an order to terminate the tenancy and evict Pierre Hache and Angela Rose Skinner (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on October 31, 2025 with respect to application LTB-L-074219-25-SA.

The Landlord's application was resolved by order LTB-L-104696-25, issued on January 5, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-104696-25.

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

The Landlord's Legal Representative, R. Jagde, the Landlord's Agent, Harpreet Rai (son), and the Tenants attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on October 31, 2025 with respect to application LTB-L-074219-25-SA. There was no dispute that the Tenants did not pay the full monthly rent for December 2025 on or before December 1, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-104696-25.

3. Angela Skinner (AS) stated that they did get behind in rent because her husband, Pierre Hache, was not working. AS stated that she started a job with Tim Hortons as of December 1, 2025 and has been taking any available shift. She also stated that they are working with Ontario Works (OW) to receive disability support payments for her husband, but there is no decision as of yet. She confirmed that her mother and stepfather moved in with them last Fall but that her stepfather was laid off and is only receiving \$600.00 every two weeks from Employment Insurance.
4. AS also stated that her daughter, son-in-law, and their children just recently came to stay with them as her daughter's unit is infested with cockroaches. AS requested some additional time to get caught up on the rent arrears and suggested that the payment plan be extended to start as of February 20, 2026.
5. AS also confirmed under cross-examination that a position as a PSW that she thought she would start in November was delayed as she is not able to provide her new employer with a police records check as she has been advised by the police department that there is up to a six month delay in processing the request.
6. The Landlord's Agent stated that the accumulation of rent arrears has affected the Landlord financially as it has been difficult to pay the mortgage which has led to in-fighting within the family and borrowing money from friends.
7. The Landlord's Legal Representative submitted that the rent arrears have continued to increase since serving the N4 Notice in May 2025. She also submitted that at the last hearing, which was also a motion filed by the Tenants, AS stated that she had two full-time job offers and would be able to make up the payments already missed as such the LTB granted the Tenants relief and ordered another payment plan. She further submitted that the Landlord has lost faith in the Tenants' promises to pay, there are substantial rent arrears owing, and requested that the motion be denied and the stay lifted immediately.
8. The rent arrears currently owing are \$15,600.00 which has doubled since the Landlord's original L1 application was filed claiming \$7,850.00. The Tenants have not paid the rent for December 2025, January 2026 and February 2026 since the last hearing date in October 2025. The Tenants have already been given two separate payment plans and have failed to meet the terms of both of them. This is the Tenants' second motion to set-aside an order issued due to those breaches. In these circumstances, I find that it would be unfair to set-aside the order.

The stay is lifted on February 15, 2026

9. The stay of order LTB-L-104696-25 is lifted on February 15, 2026. The Tenants advised that at present their daughter, son-in-law, and grandchildren are staying with them and would require some time to find another unit. The Landlord is holding a last month's rent deposit. Given this, I find that it would not be unfair to delay the lifting of the stay until February 15, 2026 since there are young children currently part of the household.

It is ordered that:

1. The motion to set aside Order LTB-L-104696-25, issued on January 5, 2026, is denied.

2. The stay of order LTB-L-104696-25 is lifted on February 15, 2026.
3. Order LTB-L-104696-25 is unchanged.

February 4, 2026
Date Issued

Lisa Del Vecchio
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.