



Order under Section 21.2 of the Statutory Powers Procedure Act and Section 69 of the Residential Tenancies Act, 2006

File Number: LTB-L-031234-25-RV-HR2

In the matter of: 3, 2593 LAUZON ROAD
WINDSOR, ON N8T2Z5

Between: Windsor Essex Community Housing Corporation Landlord

and

Susan Sebastian Tenant

REVIEW ORDER & *DE NOVO* L1 ORDER #2 – ON CONSENT

Procedural History of Application

Windsor Essex Community Housing (the 'Landlord') applied in a L1 application seeking an order to terminate the tenancy and evict Susan Sebastian (the 'Tenant') because the Landlord claimed the Tenant did not pay the rent that she owes.

The L1 application was heard by videoconference on July 16, 2025, which only the Landlord attended. The application was resolved by order LTB-L-031234-25-HR issued on July 22, 2025 (the 'L1 Order'), which was a voidable postponed eviction order effective August 22, 2025.

On January 5, 2026 the Tenant requested an extension, a review and stay of the L1 Order claiming she was not reasonably able to participate in the L1 proceedings. Review interim order LTB-L-031234-25-RV-IN was issued on January 6, 2026, granting an extension, stay of the L1 Order, and directing a review hearing.

The request for review was heard by videoconference on January 27, 2026. The Tenant attended the hearing along with the Landlord's legal representative Brandon Valley (paralegal) attended.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

It is ordered on consent that:

1. The Landlord consented to the Tenant's request to review. The L1 Order LTB-L-031234-25 issued on July 22, 2025 is cancelled and replaced by this one.

2. The Landlord's *de novo* L1 application seeking eviction is denied, on the conditions set out below.
3. The parties agreed that the current outstanding amount owing up to January 31, 2026 is **\$1,526.00** (made up of \$1,340.00 in rent arrears plus \$186.00 to reimburse the Landlord the cost of filing the original L1 application).
4. The Tenant shall pay the Landlord \$1,526.00 according to the following repayment schedule:

Date Payment Due	Amount of Payment
February 1, 2026	\$205.00 (arrears and costs)
March 1, 2026	\$205.00 (arrears)
April 1, 2026	\$205.00 (arrears)
May 1, 2026	\$205.00 (arrears)
June 1, 2026	\$205.00 (arrears)
July 1, 2026	\$205.00 (arrears)
August 1, 2026	\$205.00 (arrears)
September 1, 2026	\$91.00 (arrears)

5. The parties agreed that lawful monthly rent is due on the first (1st) day of each month. **During the repayment plan set out above in paragraph 4, the Tenant shall also pay the Landlord the lawful monthly rent for the 8 months (during February 1 to September 1, 2026), in full and on time, or until all the arrears ordered under paragraph 4 of this order have been satisfied in full – whichever date comes earlier.**
6. If the Tenant fails to make any of the payments in accordance with paragraphs 4 and 5 above, by the dates required, then the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 4 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraphs 4 and 5 of this order.

7. The balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

February 10, 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.