



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

File Number: LTB-L-107785-25-SA

In the matter of: 878 5th Avenue 'A' East
Owen Sound ON N4K2R9

Between: Kris Morris Landlord

And

Jessica Scott Tenants
Kraig Orson

Kris Morris (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Scott and Kraig Orson (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 June 12, 2025 with respect to application LTB-L-017908-25.

The Landlord's application was resolved by order LTB-L-107785-25, issued on January 9, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-107785-25.

This motion was heard by videoconference on January 27, 2026.

The Landlord, the Landlord's legal representative, Jacqueline Armstrong, and the Tenants attended the hearing.

At the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Agreed Facts:

1. The arrears of rent to January 31, 2026, are \$2,403.00.
2. On January 20, 2026, the Tenants made a partial payment of \$1,400.00 towards the lawful rent due February 1, 2026.
3. The Tenants owe arrears of water utility bills in the amount of \$1,500.00 to January 31, 2026.

4. The Tenants agree that the water utility invoices will be reconciled in January 2027. If there are any differences owed, the Landlord and the Tenants agree to remit the difference within 30 days.
5. The Tenants agree to the 2.1% rent increase in the amount of \$54.60 commencing May 1, 2026.

Post Hearing Submissions:

6. When reviewing the file and payment schedule submitted by the parties for the purpose of writing my order, I identified a concern with respect to the proposed payment schedule relating to the water utility arrears. The schedule indicates the Tenants are to pay \$50.00 towards the water arrears on the 20th of each month commencing on February 20, 2026, and continuing until January 20, 2027 (12 months). At the end of the proposed payment plan, the Tenants would have only contributed \$600.00 towards the stated water utility arrears of \$1,500.00 ($\$50.00 \times 12 = \600.00).
7. Given this issue I asked for written submissions from the parties to clarify the correct amount of water utilities owed to the Landlord and the correct payment plan terms.
8. On February 9, 2026, the Landlord's legal representative uploaded written submissions stating in part:
 - The total water arrears as of January 31, 2026, are \$1,500.00.
 - The Tenants initially agreed to pay \$50.00 per month toward water arrears for 30 months, in addition to \$250.00 per month for ongoing water billing.
 - On January 29, 2026, the Tenants confirmed by email that they would instead pay \$125.00 per month for 12 months, commencing February 20, 2026, to settle the outstanding \$1,500.00 balance within one year.
 - Both parties agree that any current and future water bills will continue to be paid at \$250.00 per month, with reconciliation occurring annually to ensure the account remains current.
9. The Landlord's legal representative also uploaded an email from the Tenants confirming the above details.
10. Accordingly, I am satisfied that the parties have mutually agreed to payment terms respecting the arrears owed for water utilities to the Landlord.

On consent, it is ordered that:

1. The motion to set aside order LTB-L-107785-25, issued on January 9, 2026, is granted.
2. Order LTB-L-107785-25, issued on January 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on June 12, 2025, with respect to LTB-L-017908-25 is cancelled and replaced with the following:

4. The Tenants shall pay to the Landlord \$2,403.00 for arrears of rent up to January 31, 2026.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 above in accordance with the following schedule:
 - \$1,400.00 on or before February 20, 2026.
 - \$1,003.00 on or before March 20, 2026.
6. The Tenants shall also pay to the Landlord new rent in full on or before the first day of each month for the period commencing February 1, 2026, to March 31, 2026.
7. The Tenants shall pay to the Landlord \$1,500.00 for water utility arrears up to January 31, 2026.
8. The Tenants shall pay to the Landlord the amount set out in paragraph 7 above in accordance with the following schedule:
 - \$125.00 on or before the 20th of each month commencing February 20, 2026, and continuing on each consecutive month up to and including January 20, 2027.
9. The Tenants shall also pay to the Landlord \$250.00 each month for the new water utilities in full on or before the 20th of each month commencing February 20, 2026, and continuing on each consecutive month up to and including January 20, 2027.
10. The Landlord shall reconcile the water utility invoices by no later than January 31, 2027, and if there is any difference owed by either party, the Landlord and Tenants agree to remit the difference to the applicable party within 30 days.
11. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent, water utilities and costs to be paid by the Tenants to the Landlord pursuant to paragraphs 4 and 7 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears (rent and water utilities), NSF fees and related charges that became owing after January 31, 2026. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment

February 11, 2026
Date Issued

Melissa Anjema
Member, 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.