



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

File Number: LTB-L-075830-25-SA-RV

In the matter of: 301, 420 EGLINTON AVE E
TORONTO ON M4P1L8

Between: 1000068817 Ontario LTD. Landlord
Andrew Zwingenberger

And

Olena Piddubna Tenant

Review Order

1000068817 Ontario LTD. and Andrew Zwingenberger (the 'Landlord') applied for an order to terminate the tenancy and evict Olena Piddubna (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on July 23, 2025, with respect to application LTB-L-035375-25.

The Landlord's application was resolved by order LTB-L-075830-25, issued on September 18, 2025. This order was issued without a hearing being held.

On September 24, 2025, the Tenant filed a motion to set aside order LTB-L-075830-25.

The Tenant's set aside motion was resolved by order LTB-L-075830-25-SA issued on October 31, 2025. The Tenant did not attend the hearing on October 29, 2025, and the motion was dismissed as abandoned.

On November 6, 2025, the Tenant requested a review of the set aside order and that the order be stayed until the request to review the order is resolved.

On November 7, 2025, interim order LTB-L-075830-25-SA-RV-IN was issued, staying the order issued on October 31, 2025.

The review was heard by videoconference on December 1, 2025 and the request was granted by way of interim order issued on December 5, 2025 and the motion was scheduled to be heard de novo.

The motion was heard de novo by videoconference on February 10, 2026.

The Landlord's legal representative, Ashley Cassidy, and the Tenant attended the hearing. The Tenant declined speaking with Tenant Duty Counsel on the hearing date.

Determinations:

1. The Tenant does not dispute that they breached the previous order issued on July 23, 2025 under file LTB-L-035375-25. The Tenant admits that they did not pay the \$700.00 for the rent arrears on or by August 15, 2025 and additionally they did not pay the September 2025 rent on or by September 1, 2025. On this basis, I am satisfied the Tenant breached the conditions for payment in the order.
2. At the time their consent agreement was entered into, the Tenant owed rent arrears and costs totalling \$6,985.17 for the period ending July 31, 2025. The Tenant agreed that they would pay the ongoing monthly rent on or by the first day of each month and then they would pay an additional \$700.00 towards the arrears on the 15th day of each month. The payment schedule started effective August 1, 2025 to pay the ongoing rent on time.
3. After the Tenant breached their conditions, they failed to make any other payment in full or on time. They did not pay the lawful monthly rent of \$1,850.00 on or by the first day of each month and they did not make their arrears payments on the 15th day of each month. In fact, the last payment given to the Landlord was for \$600.00 on December 5, 2025 and there have been no payments since.
4. The Tenant did not dispute that they now owe the Landlord \$15,659.77 for the period ending February 28, 2026. The rent arrears have more than doubled since the parties entered into their consent agreement.
5. The Tenant submits that they would like another chance to start paying the ongoing rent to the Landlord and reduce their arrears payments to \$300.00 per month for three months. Once they get more hours at their full-time employment in the salon in May, the Tenant submits that they can then increase their arrears payments, however they did not state how much they could pay at that time towards the arrears.
6. The Tenant further submits that they have gained a second part-time job on the weekends starting February 15, 2026 and anticipate making \$300.00 per weekend to help towards the arrears and rent. They have worked at the salon since October of 2025 making \$2,000.00 per month.
7. When I consider the Tenant's current income and their expenses, the Tenant is currently in a deficit of \$358.85 per month after paying their rent, their groceries and utilities. I do not find the Tenant's request for an additional payment plan to be reasonable. They have had the same employment since October of 2025 making \$2,000.00 per month and they have not paid any of the rent since then in full or on time and they have not made the arrears payments as promised. The Tenant has not made a single payment to the Landlord since December 5, 2025 despite their income. On this basis I do not believe the tenancy is viable.
8. The Tenant explained that they were in a car accident in January of 2025 and had difficulty finding work due to their injury. They also suffer from panic attacks and are currently seeking therapy for their issues. They do not have family in Canada and don't know where else to go.

9. The Landlord was opposed to granting any additional relief as they already agreed in July with their consent payment plan and the Tenant failed to follow through on their promises. The Landlord has their own expenses to pay for their own mortgage, the mortgage on the rental unit and preventative maintenance of the rental unit. The Landlord submits that they would be greatly prejudiced by another payment plan based on the Tenant's financial circumstances since the arrears have more than doubled since their original agreement.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-075830-25.
11. Based on the Tenant's circumstances and their new employment, I find that granting the Tenant additional time to March 1, 2026 before lifting the stay of the order appropriate.

It is ordered that:

1. Order LTB-L-075830-25-SA issued on October 31, 2025 is replaced with the following order:
2. The motion to set aside Order LTB-L-075830-25, issued on September 18, 2025, is denied.
3. The stay of order LTB-L-075830-25 is lifted March 1, 2026.
4. Order LTB-L-075830-25 is unchanged.

February 13, 2026
Date Issued

Terri van Huisstede
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.