



**Amended Order
Order under Section 78(11)
Residential Tenancies Act, 2006
and Section 21.1 of the Statutory Powers Procedure Act**

Citation: NPTBDC - INDIGENOUS HOUSING v PEUNISH, 2025 ONLTB 50726

Date: 2025-08-19

File Number: LTB-L-052534-25-SA-AM

In the matter of: 519 LANARK CRES
THUNDER BAY ON P7A7V7

Between: NPTBDC - INDIGENOUS HOUSING Landlord

And

MIRANDA PEUNISH Tenant

This amended order is issued to correct a clerical error in paragraph 6 in the original set aside order issued on August 19, 2025

NPTBDC - INDIGENOUS HOUSING (the 'Landlord') applied for an order to terminate the tenancy and evict MIRANDA PEUNISH (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 March 24, 2025 with respect to application LTB-L-098002-24.

The Landlord's application was resolved by order LTB-L-052534-25, issued on July 4, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-052534-25.

This motion was heard by videoconference on August 14, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

The Breach

1. It is not disputed that the Tenant failed to meet a condition specified in the order issued by the LTB on March 24, 2025 with respect to application LTB-L-098002-24. The Tenant failed to pay \$400.00 towards arrears of rent on or before June 23, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-052534-25.

3. I say this because the Tenant testified that she was hospitalized urgently for 4 days between June 20 and June 25. During that time she was on strict bed rest. She had no phone in her hospital room. Her purse and phone had been stolen so she could not access the Landlords electronic rent payment system. I find the reason she missed the payment to be unforeseeable and outside of her control.
4. The Tenant only paid \$180.00 of that June payment today, before the hearing began. However, she paid the remaining amounts and now owes \$1,826.00 which is significantly less than what she owed at the original order.
5. The tenant proposes that she will pay the remaining \$220.00 by August 20, 2025 as well as the August arrears payment of \$400.00, also on August 20, 2025. This will cover her shortfall leaving \$1206.00 owing. The payment plan will continue until the rest is paid, which will be in November.
6. I have considered the Landlord's submission that the Tenant did not call the Landlord to advise she would be missing a payment. I am not persuaded it would be unfair to deny eviction for this reason, since there is no obligation under the Board's order for the Tenant to notify the Landlord in advance, and in this case, given the Tenant's medical urgency and loss of communication ability, I find she wasn't reasonably able. The Tenant has missed a payment twice and she asks that the stay be lifted immediately.
7. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
8. There are no clear and compelling circumstances in this case. I find it would not be unfair, given the unforeseeable nature of the Tenant's hospitalization, her attempt to remedy the problem to the best of her ability, the good faith payment and the reasonable plan proposed. The Tenant lives in an RGI unit, and is the caregiver for the four children of her brother. She has sufficient funds to meet her proposed plan with some excess remaining making her plan reasonable and realistic. There is, in my view, no prejudice to the Landlord to allow the Tenant to continue to pay the rent and satisfy the arrears debt.

It is ordered that:

1. The motion to set aside Order LTB-L-052534-25, issued on July 4, 2025, is granted.
2. Order LTB-L-052534-25, issued on July 4, 2025, is set aside and cannot be enforced.
3. The previous order issued on March 24, 2025 with respect to LTB-L-098002-24 is cancelled and replaced with the following terms:
4. The Tenant shall pay to the Landlord \$1,826.00 for arrears of rent up to August 31, 2025, and costs.

5. The Tenant shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 1. \$620.00 on or before the 20th day of August, 2025.
 2. \$400.00 on or before the 20th day of September, 2025.
 3. \$400.00 on or before the 20th day of October, 2025.
 4. \$406.00 on or before the 20th day of November, 2025.
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 from September 1, 2025 to and including November 1, 2026 **2025**, or until the arrears are paid in full, whichever date is earliest.
7. If the Tenant fails to make any one 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 August 31, 2025.

August 19, 2025
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

February 17, 2026
Amended Date

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.