



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

File Number: LTB-L-000841-26-SA

In the matter of: 155 SOUTHPORT DR
Ottawa ON K1T3P4

Between: 3007235 CANADA INC Landlord

And

MARINA ETMANSKIE Tenant

3007235 CANADA INC (the 'Landlord') applied for an order to terminate the tenancy and evict MARINA ETMANSKIE (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 November 19, 2025 with respect to application LTB-L-083236-25-SA.

The Landlord's application was resolved by order LTB-L-000841-26, issued on January 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000841-26.

This motion was heard by videoconference on February 9, 2026.

The Tenant attended the hearing. The Landlord was represented at the hearing by Jacquard Henderson.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on November 19, 2025 with respect to application LTB-L-083236-25-SA. Specifically, the Tenant failed to pay \$2,312.00 by January 1, 2026. Additionally, the Tenant did not pay the rent due January 1, 2026.
2. The order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if he failed to meet the conditions specified in the order.
3. This motion is brought pursuant to subsection 78(11) of the Act. As the Tenant acknowledges breaching the order the only issue before me is whether I am satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.

The surrounding circumstances

4. The Tenant explained the previous order was breached because she experienced a period of unemployment beginning in November 2024 which continued until mid-2025.
5. The Tenant testified she has now secured both employment and self-employment income. She is currently employed part time at a childcare centre and earns approximately \$2,000.00 per month. The Tenant testified she has also secured additional clients through her bookkeeping business and expects to earn approximately \$3,000.00 per month from self-employment.
6. Based on her improved financial circumstances the Tenant proposes to pay \$1,500.00 per month toward the arrears.
7. The Landlord opposes the Tenant's proposed payment plan noting the Tenant has already breached a previous Board order and this is the Tenant's second set aside motion.

Whether to Set Aside the Order

8. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. 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."

9. In other words, eviction should only be ordered if it is no longer possible to bring a tenancy back into good standing. Where that is possible, it should be done rather than terminating the tenancy.
10. The Tenant's history of non-compliance is significant. This is not an isolated incident. The Landlord's loss of confidence in the Tenant's ability to comply is understandable.
11. Based on the Tenant's monthly income and expenses, I find the Tenant's proposed payment plan to be realistic and not unduly lengthy.
12. In the present case, there is evidence that circumstances have changed due to the Tenant's increased income and that the tenancy can be returned to good standing. The evidence is not compelling, but it is sufficient. The Tenant should be given one final opportunity to make good on her promise to bring the tenancy back into good standing.
13. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-000841-26 on the conditions set out below.

It is ordered that:

1. The motion to set aside Order LTB-L-000841-26, issued on January 13, 2026, is granted. The order is set aside and replaced as follows:

2. The Tenant shall pay to the Landlord \$8,277.58 for arrears of rent up to February 28, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date Payment Due	Payment Amount
The 1 st day of each month beginning March 1, 2026, and ending July 1, 2026	\$1,500.00
August 1, 2026	\$777.58

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026, to August 31, 2026, or until the arrears are paid in full, whichever date is earliest.
5. 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 2 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 February 28, 2026.

February 27, 2026
Date Issued

 Bryan Delorenzi
 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.