



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

File Number: LTB-L-004599-26-SA

In the matter of: 2007, 200 BALLIOL ST
TORONTO ON M4S1C6

Between: EPLCO REALTY GROUP LTD Landlord

And

SUZANNE BREEN Tenant

EPLCO REALTY GROUP LTD (the 'Landlord') applied for an order to terminate the tenancy and evict SUZANNE BREEN (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on March 3, 2025 with respect to application LTB-L-063021-23.

The Landlord's application was resolved by order LTB-L-004599-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-004599-26.

This motion was heard by videoconference on February 26, 2026. The Landlord's representative Geoff Paine, and the Tenant, attended the hearing.

Determinations:

1. At a hearing on December 16, 2024, it was determined that the Tenant, who was represented by Barrington Lue Sang, owed the Landlord \$8,824.42 for reasonable out of pocket expenses for damage caused to the rental unit.
2. The Board granted relief from eviction on the condition the Tenant paid the Landlord \$400.00 on or before the 15th day of each month, commencing March 2025, and continuing until the entire balance was paid in full.
3. The Tenant breached the conditions of the and had made not payments to the Landlord when the Landlord filed an L4 application on March 18, 2025. Order LTB-L-023026-25 was issued on March 26, 2025 terminating the tenancy and evicting the Tenant.
4. The Tenant filed a set aside motion which was heard on May 26, 2025. The Landlord consented to the Tenant's motion and the eviction order was set aside.

5. In December the Tenant paid \$200.00 of the \$400.00 that was due. The Tenant has since made no payment in January and \$200.00 in February.
6. The Tenant testified that she disagrees with the order requiring her to pay the Landlord for damage blaming poor representation. The Tenant also testified that since she retired in May she can only afford to pay the Landlord \$20.00 monthly.
7. After considering all of the circumstances, including the fact the Tenant cannot afford to comply with the required payments, I find that it would be unfair to set aside order LTB-L-004599-26 as the Tenant cannot make the required payments to preserve the tenancy.
8. I find however, that lifting the stay should be delayed to provide the Tenant additional time to find alternative accommodations considering the fact that this is a 14 year tenancy. The stay will be lifted on June 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-004599-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-004599-26 is lifted Juen 30, 2026.
3. Order LTB-L-004599-26 is unchanged.

March 6, 2026

Date Issued

Greg Joy

Member, 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.

