



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

File Number: LTB-L-004373-26-SA

In the matter of: 2714 ASKIN AVE
WINDSOR ON N9E3H7

Between: Mary Montsch Landlord

And

Stephanie MacDonald Tenant

Mary Montsch (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie MacDonald (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on October 17, 2025 with respect to application LTB-L-051690-25.

The Landlord's application was resolved by order LTB-L-004373-26, issued on January 21, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-004373-26.

This motion was heard by videoconference on March 3, 2026. The Landlord's representative Kristin Jarvis, and the Tenant, attended the hearing.

Determinations:

1. Order LTB-L051690-25 required the Tenant to pay the \$616.00 balance of arrears as well as rent in full and on time from November 2025 through October 2026. The N8 notice to terminate the tenancy for persistently late payment of rent shows that the Tenant had missed 6 rent payments and was late 6 additional times in 14 months.
2. On November 17, 2025, the Landlord filed an L4 application claiming the Tenant did not pay rent full amount of rent for November 2025. The Tenant filed a set aside motion which was heard on December 16, 2025.
3. The Tenant's motion claimed that the Tenant was under the impression that it was fine with the Landlord if she paid rent by the middle of the month, this despite the consent order. There was also a medical issue with the Tenant's husband.
4. At the set aside hearing the Tenant was directed to pay the Landlord the balance of \$430.00 which the Tenant claimed could not be transferred to due a transfer limit as a condition of relief from eviction. The Landlord's representative confirmed the transfer was

made and the motion was granted. It was also confirmed that it was a requirement to pay rent on or before the 1st day of each month

5. The month following the hearing, the Tenant had been ordered to pay January rent on or before January 1, 2026. The Tenant paid \$600.00 on January 9th and the balance of \$630.00 on January 22nd. February rent was also paid late. The Landlord claims it was paid on the 4th and the Tenant claims it was paid on the 3rd.
6. The Tenant has been late paying rent 3 times since the order was issued requiring rent to be paid in full and on time from November 2025. This is the Tenant's second set aside motion for the same issue in 3 months. The first was in November 2025 and this motion was in January 2026.
7. The Tenant has a clear pattern of not paying rent on time and has breached two orders, One on consent from the Landlord and the second where relief from eviction was granted on the condition rent is paid in full and on time.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-004373-26.
9. I also find it fair to provide the Tenant with time to find alternative accommodations. Liftign the stay will be delayed until June 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-004373-26, issued on January 21, 2026, is denied.
2. The stay of order LTB-L-004373-26 is lifted June 30, 2026.
3. Order LTB-L-004373-26 is unchanged.

March 10, 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.

