



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

Citation: Solutions Property Management v Generoux, 2026 ONLTB 21488

Date: 2026-03-11

File Number: LTB-L-000656-26-SA

In the matter of: 93 PEEL ST
BRANTFORD ON N3S5M3

Between: Solutions Property Management Landlord

And

Gabrielle Generoux Tenants
Ryan Benoit

Solutions Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Gabrielle Generoux and Ryan Benoit (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on November 4, 2025 with respect to application LTB-L-071424-25.

The Landlord's application was resolved by order LTB-L-000656-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-000656-26.

This motion was heard by videoconference on February 10, 2026.

The Landlord's legal representative, Sara Murtadha, and the Tenants attended the hearing.

Determinations:

1. The Landlord filed an L1 application for non-payment of rent which was resolved by consent order LTB-L-071424-25 issued on November 4, 2025.
2. The order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenants to terminate the tenancy and evict the Tenants if they failed to make the payments specified in the order.

The Breach of the Order

3. There is no dispute that the Tenants breached the order by failing to pay the full arrears payment due on or before January 1, 2026, and also by failing to pay the lawful rent in full by January 1, 2026.

The Tenants' Motion

4. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenants breached the order issued on November 4, 2025, 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".
5. As of the date of the hearing, the Tenants owe total arrears in the amount of \$4,985.04 to February 28, 2026. The Tenants had been making payments as agreed but ran into difficulty in January 2026 due to an accumulation of bills. The Tenants paid \$1,900.00 towards their rent of \$2,087.81 on January 1, 2026, and then made a further payment of \$2,100.00 on February 1, 2026, and stated they intend to make a further payment on February 20, 2026.
6. The Tenant, Gabrielle Generieux (G.G.), has secured a second job which adds approximately \$800.00 per month to the family's total income. In addition, the Tenant Ryan Benoit (R.B.) expects to return to work in March 2026. A detailed review of the Tenants' income versus expenses revealed total net income in the amount of \$5,645.00 from various sources such as ODSP, Child Tax Benefit, G.G.'s second job, and money received from G.G.'s father who is residing in the rental unit. This does not include any expected income from R.B. as he has not started his employment yet. The Tenants stated their total expenses per month are approximately \$4,459.81 inclusive of rent.
7. Living in the rental unit are the Tenants, their 3 children aged 6, 7, and 12 years, and G.G.'s disabled father who requires oxygen daily. G.G. is the sole caregiver for her father. The Tenants state they have no family that can take in 6 people and that they have tried to look for alternative housing but were denied due to their economic situation.
8. The Landlord's legal representative submitted the tenancy is not viable and that the Landlord is not interested in another payment plan as this is the third offered to these Tenants.
9. Given all of the above and considering all of the circumstances, I find that it would not be unfair to set aside the eviction order and replace the original consent order with a conditional order requiring the Tenants to pay the arrears and their monthly rent. The Tenants proposed a repayment plan of \$750.00 per month and while the Tenants will have to budget very carefully, I find that this plan is viable considering the Tenants income and

expenses as outlined above.

10. I have considered the Landlord's position and that that the Tenants have been offered payment plans in the past. I acknowledge that the Landlord faces some hardship resulting in the Tenants' arrears and their breach of the previous payment plan. However, the Tenants have made good faith efforts to make at least partial payments and had been following the payment plan for the months prior to January 2026 as evidenced by the reduction of the arrears owing from the November 4, 2025, order to present.
11. I have considered the significant challenges this family would face in finding alternative accommodations as well as the presence of three minor children and a disabled elderly person in the unit requiring oxygen. Given the Tenants' efforts to increase their income and their commitment to maintaining their housing, I disagree with the Landlord's legal representative position that the tenancy is not viable.

It is ordered that:

1. The Tenants' motion is granted. Order LTB-L-000656-26, issued on January 12, 2026, is set aside.
2. The previous order issued on November 4, 2025, with respect to LTB-L-071424-25 is cancelled and replaced with the following order.
3. The Tenants shall pay to the Landlord \$7,072.85 for arrears of rent up to March 31, 2026.
4. The Tenants shall pay to the Landlord the amount set out in paragraph 3 of this order in accordance with the following schedule:
 - a) \$750 on or before April 15, 2026, and continuing on the 15th of each consecutive month until December 15, 2026 (9 months).
 - b) \$322.85 on or before January 15, 2027.
5. The Tenants shall also pay to the Landlord new rent in full on or before the first day of each month for the period commencing April 1, 2026 to January 1, 2027, or until all arrears are paid, whichever date is earliest.
6. Any payments the Tenants have made following the hearing and before the date of this order shall be applied against the total arrears owing as stated in paragraph 3. The Tenants shall make the payments as specified in paragraph 4 until all arrears are paid in full. The date and amount of the Tenants' final payment may be different than as specified considering any payments which were made following the hearing and before the date of this order.
7. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the Board pursuant to

section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.

March 11, 2026
Date Issued

Melissa Anjema
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.