



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

File Number: LTB-L-006695-26-SA

In the matter of: Upper 2, 33 Queen Street
LAKEFIELD ON K0L2H0

Between: 1000927240 Ontario Inc. Landlord

And

Derek (Martin) Kiimble Tenant

1000927240 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Derek (Martin) Kiimble (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 October 14, 2025 with respect to application LTB-L-043123-25.

The Landlord's application was resolved by order LTB-L-006695-26, issued on January 30, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-006695-26.

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

The Landlord's Legal Representative, C. Francey, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on October 14, 2025 with respect to application LTB-L-043123-25.
2. There was no dispute that the Tenant failed to pay the lawful rent for January 2026 plus \$100.00 towards the rent arrears on or before January 1, 2026.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-006695-26.

4. The Tenant stated that he is a cancer patient and was not doing well leading up to Christmas. He stated that on January 1, 2026 he fell asleep and when he woke up shortly after midnight he realized that he had not made his rent payment and immediately e-transferred the payment to the Landlord which was around 12:20 a.m.
5. The Landlord's Legal Representative submitted that the Tenant did not pay the lawful rent owing for January 2026 because when he paid late, his prompt payment discount of \$100.00 was automatically removed thus the Tenant did not pay the full required rental amount on January 2, 2026.
6. There was no dispute that the Tenant made payments for February 2026 and March 2026 in the amount of \$1,531.00 on or before the 1st day of those months as required. However, the Landlord's Legal Representative submitted that these payments were \$0.50 short as the lawful rent with the discount is \$1,431.50, so this amount plus \$100.00 for the rent arrears totals \$1,531.50.
7. As of the Tenant's payment on March 1, 2026 towards the rent and arrears, there is an outstanding amount of \$21.00 owing for rent arrears from the previous order, LTB-L-043123-25 issued on October 14, 2025. If the amount of additional rent arrears now claimed by the Landlord of \$95.50 for January 2026 and \$1.00 for February and March 2026, the total owing for rent arrears is \$117.50 (\$21.00 + \$96.50).
8. Given that the Tenant has substantially complied with the previous ordered payment plan, including reducing the rent arrears owing to the Landlord and that the amount owing can more likely than not be paid by extending the original payment plan by one extra month, I find that it would not be unfair to set aside this order.
9. Additionally, the Tenant is currently awaiting cancer treatment and maintaining his housing during this time is necessary for scheduling the treatment dates and locations as well as recovery. In these circumstances, I was satisfied that an eviction at this time would severely impact the Tenant's health issues.
10. The Landlord's Legal Representative submitted that the Tenant also breached the prior order by failing to pay the water utility costs in full. There was no dispute that the previous order awarded that the Tenant pay these costs. The Tenant disputed this assertion from the Landlord. If these costs are outstanding, the Landlord can enforce payment via the prior order. Therefore, I find no reason to address this issue again.

It is ordered that:

1. The motion to set aside Order LTB-L-006695-26, issued on January 30, 2026, is granted.
2. Order LTB-L-006695-26, issued on January 30, 2026, is set aside and cannot be enforced.
3. The order issued by the LTB on October 14, 2025 with respect to LTB-L-043123-25 paragraphs 2 and 3 are amended as follows:

2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

\$100.00 in full and on or before November 1, 2025
\$100.00 in full and on or before December 1, 2025
\$100.00 in full and on or before January 1, 2026
\$100.00 in full and on or before February 1, 2026
\$100.00 in full and on or before March 1, 2026
\$100.00 in full and on or before April 1, 2026
\$17.50 in full and on or before May 1, 2026

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period November 1, 2025, to **May 1, 2026**, or until the rent arrears are paid in full, whichever date is earliest.

March 11, 2026
Date Issued

Lisa Del Vecchio
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.