



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

File Number: LTB-L-006230-26-SA

In the matter of: A, 11 RACE ST
CORNWALL ON K6H1G5

Between: HNL Homes Landlord

And

Aisha Delormier Tenant

HNL Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Aisha Delormier (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 July 11, 2025 with respect to application LTB-L-039299-25.

The Landlord's application was resolved by order LTB-L-006230-26, issued on January 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-006230-26.

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

The Landlord's Legal Representative, M. Beaupre, the Landlord's Agent, A. Hayes, the Tenant's Legal Representative, A. Miller, 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 order issued by the LTB on July 11, 2025 with respect to application LTB-L-039299-25.
2. The Tenant did not pay the lawful rent owing for January 2026 and \$300.00 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-006230-26.

4. The Tenant stated that due to working from October to December 2025, her ODSP and OSAP payments were adjusted in December which left an insufficient amount to pay the January 2026 rent, arrears and buy food. The Tenant also stated that she did not work during the last two weeks of December as the Daycare where she works was shut down for the holidays.
5. The Tenant stated that she has an intellectual disability and suffers from Depression and Anxiety. She is working while attending school and relies on ODSP and OSAP to meet her financial obligations. She also stated that she has two roommates who assist her with paying the rent, one of which unexpectedly left in October 2025. She further stated that a new roommate will be moving into the unit in May.
6. The Tenant has been a tenant of this Landlord for approximately four years, residing at a previous address and now at the rental unit address. She has two puppies and a cat, and has no other place to go in Cornwall where she works and goes to school.
7. There was no dispute that the Tenant also did not pay the lawful rent owing for February and March 2026 along with any payments towards the rent arrears as per the prior order. The Tenant confirmed that she can immediately pay \$3,000.00 to cover the rents for February and March 2026 and will be seeking out funding resources to help clear the rent arrears still owing. The Tenant requested an extension of 6 – 9 months on the repayment plan to get her back on track and clear the rent arrears.
8. The Landlord's Legal Representative submitted that the rent arrears and costs currently owing to March 31, 2026 are \$5,676.00 which are greater than the amount owing in the prior order issued in July, but the same if the Tenant pays \$3,000.00. She also submitted that the Tenant meeting any payment plan is dependent on the Tenant having roommates which has shown to not be reliable in the past. She further submitted that the Tenant has not shown any good faith as no payments were made since December 2025.
9. The Landlord's Agent stated that when they entered into the original payment plan, the agreement was that the rent arrears would be resolved by April 2026.
10. The Tenant, although working, relies on financial support from ODSP due to her disability, and OSAP as she is enrolled in school, both her work and school are located in Cornwall where she currently resides. The Tenant also has a four year tenancy history with this Landlord and at present can pay two of the three months she missed. The Tenant also intends to apply for funding which the legal clinic will assist her with completing the paperwork.
11. Having considered all of the circumstances before me, I find that it would not be unfair to set aside the order. However, given that the Tenant has not made any payments to the Landlord for three months, I also find that it would be unfair to extend the prior payment plan. Since the Landlord had expected the rent arrears to be cleared by April 2026, I find that it would not be unfair to grant a remedial/voidable order for payment of the rent arrears in full by April 30, 2026 given the Tenant assertions that she has \$3,000.00 immediately and will be applying for funding.

It is ordered that:

1. The motion to set aside Order LTB-L-006230-26, issued on January 27, 2026, is granted.
2. Order LTB-L-006230-26, issued on January 27, 2026, is set aside and cannot be enforced.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,676.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,176.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
5. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 30, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,067.71. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting March 10, 2026 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

March 13, 2026
Date Issued

Lisa Del Vecchio
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$16,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,410.00
Total the Tenant must pay to continue the tenancy	\$5,676.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$18,400.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,410.00
Total the Tenant must pay to continue the tenancy	\$7,176.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$15,843.88
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$11,410.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$52.17
Total amount owing to the Landlord	\$3,067.71
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$49.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

