



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

Citation: SIREG Management Inc. v Rodda, 2026 ONLTB 24649

Date: 2026-03-25

File Number: LTB-L-003456-26-SA

In the matter of: 47, 700 PARKHILL RD W
PETERBOROUGH ON K9J7W9

Between: SIREG Management Inc. Landlord

And

Tracey Rodda Tenant

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tracey Rodda (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-066974-25-SA.

The Landlord's application was resolved by order LTB-L-003456-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003456-26.

This motion was heard by videoconference on March 18, 2026.

The Landlord's legal representative, P. Fakhr-Attar, and the Tenant attended the hearing. The Landlord's witness, A. Call, also attended the hearing.

Determinations:

1. The Landlord obtained an *ex parte* eviction order because they alleged that the Tenant made her ordered arrears payment late in January 2026, and she also short-paid the rent in the same month.
2. The Tenant did not admit that she breached the order. However, she testified that she paid the \$250.00 arrears payment on January 8, 2026.
3. I find that the Tenant failed to meet a condition specified in the order issued by the LTB on October 14, 2025 with respect to application LTB-L-066974-25-SA, because it is undisputed that the Tenant made a payment that was supposed to be paid on the first of

the month on the eighth of the month. The payment was therefore not on time, and the Landlord was entitled to file for an *ex parte* eviction order.

4. The Tenant said that she has not yet made the \$247.65 arrears payment scheduled for February 1, 2026.
5. The Landlord's ledger shows that the rent has been paid for the last number of months in two separate payments of \$667.15 at the end of the month. The Tenant explained that the rent is paid for her directly by ODSP, and that her roommate also pays half the rent directly to the Landlord through their ODSP. However, it is undisputed that the Tenant is the only named Tenant on the lease, and she is responsible for the full rent. The two payments of \$667.15 add up to \$1,334.30, which is the previous rent, prior to a rent increase in November 2025, to \$1,367.65.
6. The Tenant said that she did not know about the rent increase, and she has been trying to get the documentation from the Landlord about the exact rent increase so she can ensure it is paid by ODSP. However, the Tenant also said that there was an N1 notice of increase "taped to her door", and that she received a phone call from the Landlord's legal representative in December 2025 about the rent increase.
7. The Tenant said that she believed everything was fine with the payment plan, since the rent was being paid by ODSP, and the arrears payment was made in January 2026. She said that she then went into hospital from about January 19 for a period of six weeks. She said that she believed the payment plan was finished, so she was unaware of any arrears payment to be paid on February 1. She said she was therefore shocked to discover there was an eviction order for a breach of the payment plan order issued in October 2025.
8. The Tenant said that there is no problem for her to pay everything on time going forward if the Landlord provides her with the documentation to send to her ODSP to obtain an increased rent payment. She said that she has never had problems with paying the rent to the Landlord for the past six years.
9. The Landlord's witness, A. Call (AC) is the building superintendent. He said that he has an office adjacent to the rental unit. He said that he observed the Tenant on the residential complex on February 2, 2026, "dancing in the parking lot". He also said that he observed the Tenant at her unit on February 7, 2026. He said that he frequently observes a lot of people coming and going from the unit.
10. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-003456-26 for the following reasons.
11. The Tenant breached the payment plan order of October 2025 in January 2026, but did not admit that she had breached it, even after stating that the arrears payment was made on January 8 rather than January 1, 2026. She contradicted herself on other occasions as well. She said that she had no knowledge of the rent increase, and she later said that the N1 was taped to her door. She also said that she had received a call about the rent rise from the Landlord's legal representative in November, but later changed that testimony to say that she received the call in December. At the hearing she said that she has repeatedly tried to "get the documentation" about the rent rise to sent to ODSP, but she had no documentary evidence to support having done anything to inform ODSP about a

rent rise. The Tenant said that she was in hospital at the beginning of February 2026, and she believed the arrears were all paid up, so she knew nothing about the breach, the Landlord's eviction order, or the failure to make the February 1 arrears payment. The Tenant's testimony was contradictory, not consistent, and therefore not credible. I find that the evidence, in fact, supports AC's testimony that the Tenant was present in the rental unit at the beginning of February, and that she knew about the eviction order. It is much more likely that is why she failed to make the February 1 arrears payment.

12. The evidence proves, on a balance of probabilities, that the Tenant has already had two opportunities to comply with a payment plan, since the hearing in October 2025 was a set aside hearing as well. Despite having consented to the original payment plan in July 2025, the Tenant has breached it on at least two occasions, and she came to this hearing insisting that she had not breached it. The evidence also proves, on a balance of probabilities, that the Tenant has known about a rent rise since last July 2025, when the Landlord served her with an N1, but she has done nothing to ensure that the lawful rent rise is paid. Instead, she has continued to pay late and short. As a result of the Tenant's failure to comply with ordered payments that are on time and in full, and as a result of the Tenant's repeated breach of Board orders, I find that another payment plan is not likely to be successful.
13. The Tenant has lived in the rental unit for six years, and she has a very limited income, so I find that it is not unfair to delay lifting the stay for a few weeks to provide her a bit more time to find an alternative place to live. The stay of order LTB-L-003456-26 is lifted on April 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-003456-26, issued on January 19, 2026, is denied.
2. The stay of order LTB-L-003456-26 is lifted on April 30, 2026.
3. Order LTB-L-003456-26 is unchanged.

March 25, 2026

Date Issued

Nancy Morris

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.