



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

File Number: LTB-L-008942-26-SA

In the matter of: 601, 399 MARKHAM RD
SCARBOROUGH ON M1J3C9

Between: 1815212 Ontario Inc. Landlord

And

NATASHA JOHNSTON Tenant

1815212 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict NATASHA JOHNSTON (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 January 9, 2026 with respect to application LTB-L-064410-25-RV.

The Landlord's application was resolved by order LTB-L-008942-26, issued on February 3, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-008942-26.

This motion was heard by videoconference on March 17, 2026. The Landlord's representative Eric Spalvieri, and the Tenant, who met with Duty Counsel, attended the hearing.

Determinations:

1. The Tenant moved into the rental unit in March 2024. The lawful monthly rent is \$1,800.00. By December 2025 the Tenant owed the Landlord \$13,672.00 in arrears and costs. This was equal 7 ½ months of the 8 months rent that had become due since April 2025.
2. The Landlord consented to a repayment plan that required the Tenant to pay rent in full and on time as well as \$5,000.00 on or before December 31, 2025, with payments of \$481.89 on or before the 20th of each month beginning in January 2026.
3. The Tenant made the first arrears payment as well as the January rent payment. The Tenant testified that she made these payments from savings because she could not make rent payments due to issues with the Landlord's payment portal.
4. It would seem reasonable to conclude that if the Tenant was having an issue with the payment system, the Tenant would have contacted the Landlord to attempt to resolve the

issue or make alternative arrangements to pay rent rather than potentially face eviction. In addition, if it was a payment portal issue, the Tenant would have had the funds available to pay the rent that had not been paid due to this issue.

5. The Landlord's representative did not have any knowledge of issues with the Landlord's payment system.
6. The Tenant has made no payments since the January rent payment. As a result, the amount the Tenant owes has increased since that time to \$12,272.00, which is equal to nearly more than half of the rent that has become due since the Tenant moved into the rental unit.
7. The Tenant testified that she lost her job just before Christmas but has found a full-time job that she hasn't started and is in time training for a part-time job as well. The Tenant has made an application with the rent bank but that has not been finalized.
8. The Tenant submitted evidence of the full-time employment agreement with Medylex which starts on March 23rd at \$24.00 per hour, as well as evidence of part-time employment with Michael Garron Hospital that commenced on February 19, 2026 at \$28.17 per hour with up to 24 hours per week. The Tenant testified that she will be able to pay April rent in full and on time.
9. I understand the Landlord's concern about the history of rent payments in this tenancy.
10. The Tenant has reduced the amount the Tenant owes the Landlord since the consent agreement. Recognizing that the Tenant had lost her employment and submitted evidence that she has secured two jobs to pay the Landlord, and noting the amount of income the Tenant has and will receive, I find that it would not be unfair to set aside order LTB-L-008942-26.

It is ordered that:

1. The motion to set aside Order LTB-L-008942-26, issued on February 3, 2026, is granted.
2. Order LTB-L-008942-26, issued on February 3, 2026, is set aside and cannot be enforced.
3. Order LTB-L-064410-25-RV is cancelled and replaced with the following:
4. The Tenant shall pay to the Landlord \$12,272.00 as follows:
 - The Tenant shall pay to the Landlord \$1,000.00 on or before the 20th day of each consecutive month commencing April 2026 and continuing through March 2027.
 - The Tenant shall pay to the Landlord \$272.00 on or before April 20, 2027.
5. The Tenant shall pay to the Landlord the lawful rent in full and on time for each consecutive month commencing April 2026 and continuing through April 2027, or until the arrears and costs are paid in full.
6. In the event the Tenant fails to make the above said payments in full and on time, the entire balance of the amount set out in this Order will become due and payable forthwith.

under this Order. The Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this Order, without notice to the Tenant, for an Order terminating the tenancy and evicting the Tenant and for any arrears that become due after the date of this order, pursuant to Section 78 of the Residential Tenancies Act, 2006.

March 23, 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.