



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

File Number: LTB-L-010525-26-SA

In the matter of: A, 174 ALBERT ST
STRATHROY ON N7G1V8

Between: Murray Kettlewell Landlord

And

Yvonne Wegner Tenant

Murray Kettlewell (the 'Landlord') applied for an order to terminate the tenancy and evict Yvonne Wegner (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 9, 2025 with respect to application LTB-L-057088-25.

The Landlord's application was resolved by order LTB-L-010525-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-010525-26.

This motion was heard by videoconference on March 23, 2026.

The Landlord, the Landlord's representative Susana Pereira and the Tenant attended the hearing.

Determinations:

There was a breach of the previous consent order

1. There is no dispute the Tenant failed to meet a condition specified in the order issued by the LTB on October 9, 2025 with respect to application LTB-L-057088-25. Specifically, the Tenant failed to pay the lawful monthly rent due on February 1, 2026.

The surrounding circumstances

2. This motion is brought pursuant to subsection 78(11) of the *Residential Tenancies Act, 2006* (the 'Act'). As I am satisfied that the Tenant breached the order issued on October 9, 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".

3. The circumstances here are that the Tenant forgot the lawful rent increased from \$926.33 to \$945.78 as of January 1, 2026. The Tenant paid the previous lawful rent for February 2026 on January 31, 2026; the Tenant was short \$19.45 for the rent of February 2026.
4. The Tenant testified she did not realize she had made the mistake until she received the *ex parte* order. The Tenant immediately rectified the issue by paying the amount owing. The Tenant paid the lawful monthly rent for March 2026 on time.
5. I have also considered that the Tenant has resided in the rental unit for 15 years. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, “to put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.” The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord’s interests.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-010525-26.

It is ordered that:

1. The motion to set aside Order LTB-L-010525-26, issued on February 17, 2026, is granted.
2. Order LTB-L-010525-26, issued on February 17, 2026, is set aside and cannot be enforced.
3. The previous order issued on October 9, 2025 with respect to LTB-L-057088-25 remains unchanged and in effect.

March 25, 2026
Date Issued

Elena Jacob
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.